Praxis Alma Curia Cancellaria;

Compleat in Two Clolumes.

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OF

PRECEDENTS

By

Bill and Answer, Plea and Demurrer,
In Causes of the greatest Moment (wherein

High Court of Chancery,

Equity hath been allowed) which have been Commenced in the

For more than 30 Years last past.

Containing Additional Bills, Pleas, Answers and Demurrers; Assano, the Pleas, Answers and Demurrers to the Bills in the First Part of the Collection.

To which is Prefixt an INTRODUCTION shewing the Original and Antiquity of that Court; with a Description of the Offices of the Lord High Chancellor of England, or Lord Keeper of the Great Seal, Master of the Rolls, Masters in Chancery, and other Officers of the Court; Likewise of the Privileges of the Clerks, Officers and Ministers of the Court, and other Matters relating to the Practice of the same:

O Che Second Edition with Additions.

By William Brown, Gent.

VOL.II

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NTRODUCTION.

SECT. L

Of the Original, and Antiquity of the Court of Chancery.

THE Kings of England have, ab Origine, instituted two distinct kinds of Judicatures within this Realm, for deding Controversies between their Subjects; One Justice, wherein the strict Letter of the Law observed, and the other of Equity whereby the Rigour of the Law is qualified.

The later of these, being the Court of Chancry, some have been of Opinion was not Origially intended to take Cognizance of Matters of quity, but only to Seal and Inrol the King's atents and Commissions, and to Issue out in his lame (He being the Fountain of Justice) Writs comedial to his Subjects, for the Recovery of some Estate Real or Personal, or for the Remedy of Some Grievance; But that afterwards to mitigate the Severity of the Common Law, it was thought necessary to add thereunto a Power to determine Causes according to Equity and good

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Conscience.

The Civilians do labour to prove, that this Court had its Original from them; alledging for Argument, that the Chancery must necessarily be the most Antient Court of this Realm, because from thence all Original Writs and Commissions do come upon which the Courts of Common Law do ground their Proceedings: This Court therefore (fay they) in Time, and Nature was the first, and could not have its Rife, or receive Influence from any other Court of Law within this Kingdom, but from Some other Court elsewhere of greater Antiquity than the Common Law with in this Realm. L'esides (continue they) Cancellarius and Cancellaria are Latin words that an found to have been used in the Civil Law, before the Common Law of England had its being Cancellarius then fignifying such an Affistant the Sovereign Prince, as for his Wisdom an Knowledge in the Laws was joined unto him and was so called because he did fit intra cosder Cancellos cum Principe, and in his stead.

But yet we read not this word Cancellain in the antient Times of the Civil Low that we practifed whilst their Commonwealth stood unit vaded by Perpetual Dictators, and Emperors nor till about Three or four hundred years after about which times, and before, this Realm beautons.

wholly under the Roman Dominion, (as the greatest part of the then known World also was) no doubt, their Language, but especially their Laws, were here received.

And we read that Trebacius, a Civilian of great Antiquity, often quoted in the Pandects, who lived in the Time of Julius Cafar, (above Forty years before Christ) did inhabit for some time in this Island of Britaign. And so did afterwards the very Oracle of the Law, Emilius Paulus Papinianus, who professed the Civil Law, and kept his Tribunal Seat of Pratorship at the

City of York.

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Sir John Fortescue, Knight, in the Reign of King Henry the Sixth, instructing Prince Henry in the knowledge of the Laws of this Kingdom; faith, That in all the Times of those several Nations that Reigned here, viz. the Romans, Saxons, Danes and Normans, this Realm was still Ruled with the same Customs it is now Governed withal. Neither are the Roman Civil Laws by fo long Continuance of antient Times, confirmed; not yet the Laws of the Venetians, which above all other, are reported to be of most Antiquity, forasmuch as their Island in the beginning of the Britons was not then Inhabited, as Rome then also unbuilt; Neither the Laws of any Paynim Nation in the World, are of fo Old and Antient Years. Multaster's Translation of Sir John Fortescue's Treatise de laudibus Legum Angliæ.

To

To the same effect Sir Ed. Coke expresses bimself in the several Presaces to bis 3d. 6th. 8th. and 9th. Books of Reports; in which last be citeth the most Antient Treatises of the Laws and Usages of this Kingdom, whereby it had been Governed above 1100 years past, beginning with the Diversity of Courts, and particularly the Court of Chancery; wherein he saith, That it was Ordained, that every one upon Complaint should have out of the King's Court of Chancery a Writ Remedial, without any difficulty, &c.

In the time of King Alfred there was no Writ of Grace, but all Writs were Remedial, as of

Duty, by virtue of an Oath, &c.

The Writs of Grace are a Subpæna, Cercior-

ari, &c.

All the Judges of England, 9 Ed. 4. did unanimously Affirm, that the Court of Chancery was the King's Court, and had been time out of mind, so that it was impossible to Trace its Original.

And Sir Ed. Coke in the Preface to his 3d. Book of Reports, fol. 2. b. proveth out of the Cafe in 26 Ast. pl. 24. That the Court of Chan-

cery bath been beyond time of Memory.

And Egerton, Lord Chancellor, in his Argument in the Case of Post Nati, fol. 39. calleth the Chancery Officina Justitiæ & Æquitatis, where all Original VV rits (which in antient Times were the grounds of all Suits) were devised and framed.

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Saft 2. Of the Lord Chancellor, or Lord Keeper of the Great Seal of Eveland, his Precedency, Office and Power.

HE Lord Chancelloz bath no Commission by Letters Patents, nor is be created by Writ, as all other Indges; but receives his Anshority only by the Delivery unto him of the Great Seal of England by the King bimfelf.

When he bath received the Seal from the King, there is an Entry made, upon a Close Roll. in the Court of Chancery, what day, and in whose presence the Great Seal was delivered; and other Grant or Patent for that Office there ought not to be, far that the Perfor to whom the Office is committed bath the keeping of the Great Seal in his own hand, Cambden 180

The Lord Chancellor haldeth his Office but at will, durante beneplacito Regis, Ca. lib. 8. fol. 90.6.

The Lord Chancellor of England is called Custos Magni Sigilli by abe Statute of 7 Rich.2. ca, and by 5 Eliz, cap. 18. it is declared, That the Lord Chanceltor and the Lord Keeper of the Great Seal have one Power.

- And by the Statute of 30 H. 8. cap. 10. It is Ordained and Enacted, That the Lord Chancellor, being of the Degree of a Baron of the Parliament, or above, shall fit, and be placed on the left fide of the Parliament Chamber, on the bigher part of the Form of the fame fide, above all Dukes (except only fuch as shall happen to be the

the King's Son, the King's Brother, the King's Uncle, the King's Nephew or Sisters Son.) And if any Person which hereafter shall happen to have the said Office of Lord Chancellor, be under the Degree of a Baron, by reason whereof be can have no Interest to give any Voice, in such Case he shall sit, and be placed at the uppermost part of the Sacks, in the midst of the Parliament Chamber.

To the Chancellor appertaineth the Constituting of Justices of the Peace, and Quorum by Commission throughout England, Saith Mr. Lambert in his Treatise of the Office of a Justice of Peace, lib. 1. cap. 5. O

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By the Statute of 3 Ed. 1. cap. 1. The Lord Chancellor was wholly restored to his antient Au-

thority in naming the Custos Rotulorum,

And Fortescue in his Treatise de Laudibus Legum Anglia, speaking of the Creation of a Audge, saith, That, as often as any place of Audicature is void, the King useth to choose one of the Serjeants at Law, and him by his Letters Patents to Ordain a Justice in that Place; and then the Lord Chancellor of England shall enter into the Court, where the Justice is Jo lacking, bringing with him those Letters Ratents, and sitting in the midst of the fustices, causeth the Serjeant so elect to be brought in to whom in the open Court he notifieth the King's Pleasure, touching the Office of the Justice then void, and causeth the aforesaid Letters Patents to be openly read. VV hich done, the Master of the Rolls shall read before the Same Elect Person the Oath that that he shall take, which, when to bath sworn pon the Holy Evangelists, the Lord Chancellor hall deliver unto him the King's Letters aforeaid, and the Lord Chief Justice of the Court hall affign unto him a Place in the same, where be shall then place him, and that Place shall be ofterwards keep. Mulcafter's Translation of Fortescue, cap. 51. A 10d10 sat have , yacutar

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Cambden in his Britannia, fol. 180. Speaking of the Antiquity and Grandeur of this Court, and the Authority of this Great Officer, viteth the Testimony of an Eminent Author who lived in the Reign of Henry the Second, in these words. The Dignity of the Lord Chancellor of England is this, He is reputed the Second Person in the Kingdom, and next unto the King; with the one fide of the King's Seal (whereof by his Office he hath the keeping) he may fign his own Injunctions; Dispose and Order the King's Chaplains, as he pleafeth; receive and keep all Archbishopricks, Bishopricks and Baronies void, and fallen into the King's Hands; Be present at all the Kings Counfels, and repair thither uncalled; also to see that all Writs Patents and Commissions be Sealed by his Clerk who carrieth the King's Seal; and that all things concerning the Court of Chancery, be directed and disposed according to his Advise.

The Lord Chancellor of England by the Statute of 22 Hen. 8. cap. 13. may have three Chaplains, whereof every one may Purchase License or Dispensation; and receive, bave

To the Chancellor's Office, in process of time, great Dignity and Authority have been added by divers Acts of Parliament. Also by the Common Law the Lord Chancellar is acknowledged to have two kinds of Power in him, viz. the one Ordinary, and the other Absolute, Stams. Prærog. cap. 20. fol. 65.

The Lord Chancellor may hold Plea as well Extra Terminum, as Infra, in Matters concerning the one Jurisdiction, as the other, F. n. b.

261, a. Brook Tit. Jurisdiction, 116.

If the Adjournment of the Term be, yet the Court of Chancery shall not be thereby adjourned, because the Court of Chancery is always open, 4 Ed. 4. 21. For a Man may have Process out of this Court at any time, Cromp. Jurisd. of Courts, fol. 42,

Self. 3. Of the Master of the Rolls, and the rest of the Masters of Chancery.

HE Master of the Rolls is one of the twelve Masters of the Chancery, and the chiefest of them; for by the Statute of 21 H. 8. cap. 13. there ought to be twelve Masters of the Chancery.

The Master of the Rolls is stilled in his Patent thus——Clericus Parvæ Bagæ, Custos Rotulorum, & Custos Domus Conversorum Judæorum; which House is so called, because the Jews in antient Times, as they were any of them brought to Christianity, they were bestowed in

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that House separately from the rest of that Nation in London. And this House, with its Appurtenances, was defigned by Edward the Third for the keeping of the Rolls or Records of the Chancery; and therefore at this day it is called the Rolls, Cambden's Britannia, fol.428.

He is called Clerk of the Rolls, Anno 12 Rich, 2. cap. 2. and in Fortescue, cap. 24. and by no Statute Master of the Rolls until 11 H. 7. cap. 18. And yet in the fifteenth Chapter of the same year, he is called Clerk, and as a Clerk be taketh his Oath in open Court; the form whereof was made by Parliament, Anno 18 Ed. 3. as

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You shall swear, That well and faithfully you shall serve our Sovereign Lord the King, and all his People, in the Office of Clerk of the Chancery to which you are intitled; You shall not assent, nor procure to be done any fraud to any Man's wrong, nor any thing that toucheth the keeping of the Seal; And you shall lawfully conceal in Things that touch the King, when you shall be thereunto required, and the Counsel you know touching him you shall conceal, and if you know of the King's Disherison, perpetual, damage or fraud to be done upon things which touch the Seal, you shall put your law-ful Power to redress and amend the same; and if you cannot do the same, then you shall certifie the Chancellor, or others, which may do the same to be amended to your intent. And for the Clerks of Course shall be added. And you shall not bring, nor to your knowledge ledge fuffer to be brought any Writs, which you make out of the Court not fealed, thereof to do Execution; Nor shall record any Attorney by Writ, or without special License, if you have not lawfully examined the Party and Attorney in proper Person. Neither shall deliver any Writ, which shall be of Commandment, to the Examiners, nor to the Seal, before that the same Writ be sent to you by the Commander which thereof hath Power, unless it be to the Chancellor, or to one of the Masters which commanded you to make the Writ's and all the Writs which you shall make you shall deliver them to the Examiners by your own hand, or by your Companion which is fworn to the King, if you your felf be out of the Court, because of Sickness, or other necessary Cause, so that you cannot do the same; and that no Writ written of another Man's hand be delivered to the Examiners under your Name as yours, nor no Name shall you put upon your Writs but your own, as God you help.

Book of Reports, fol. 5. Saith, That he cannot conceive, that the Master of the Rolls hath a lawful Claim to be a Judge in the Chancery, in the absence of the Lord Chancellor, or Lord Keeper, who is the only Judge of that Court; or by what Authority the Master of the Rolls doth sit, and Determine Causes in the Chappel of the Rolls, as then of late years had been used; unless he be authorised there-

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unto by Special Commission under the Great Seal. But much less may any other of the Masters pretend any Authority as Judges, in that High Court, without like Special Commission. But the first President and Institution thereof was brought in by Cardinal Woulsey, when he was Lord Chancellor of England, Anno 29 Hen. 8.

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Some are of Opinion, that the Master of the Rolls is a general Conservator of the Reace by his Office; but he maketh out Process, and taketh Recognizances thereupon, not by any Power incident to his Office, but by Prescription, Lambert's Justice, fol. 12.

The Master of the Rolls hath been for a long time ranked among the greatest Officers and Magistrates of the Realm, as appears by the Statute of 12 Ric. 2. cap. 2. Whereby it is Enalted, That the Chancellor, Treasurer and Keepers of the Privy Seal, the Steward of the King's House, the King's Chamberlain, the Clerk of the Rolls, the Justices of both Benches, the Barons of the Exchequer, and others that should be called to

the naming of Justices of the Peace, Sheriffs.

Escheators, Customers, Comptrollers and other

Officers, should be sworn to do the same faithful-

ly, and without affeltion.

It appears by a Proviso in the Statue of 14 H.

8. cap. 8. That the Master of the Rolls buth the giving, and Disposing of the Offices of the Six Clerks in Chancery. But in the Statute made in the sight and fixed years of the Reign of Edw. The Sixth cap. 16. Intitled, An Act against

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against Buying and Selling of Offices, there is no Saving, Provide, or Exception for the Ma-Ber of the Rolls his giving or bestowing the faid Offices of the Six Clerks, Co. 3 part sol. 82. in fine.

But Quere, if the said Statutes do not extend to Courts of Equity, as it doth to Courts of Justice, according to the Course of the Common Law; for that it bath been adjudged, That the Register, and all other Officers, and Offices of the Ecclesiastical Courts, are out of the Danger and Provision of this Statute.

Masters of the Chancery.

Bracton in his Fifth Book, treating of Exceptions, cap. 17. fol. 413. Divides Writs into three parts, or Kinds (for the making whereof there were three distinct sorts of Clerks in Chancery) his words are these, Sunt quædam Brevia formata, viz. Originaha, vel de Cursu, quædam Judicialia ex eis sequentia, &c. Quædam Magistralia, quæ nec sunt de Cursu, nec formata, &c.

And Fleta, lib. 2. cap. 12. Speaking of the Chancellor, and the Masters in Chancery to be his Assistants, Saith, Est inter cætera Officium quod dicitur Cancellaria, magnæ Diversitatis, quod viro provido & discreto, &c. debet committi, &c. Cui associentur Clerici honesti & circumspecti, Domino Regi jurati, qui in Legibus & Consuctudinibus Anglicanis Noticiam habeant pleniorem; and the Writs which

they made were called Brevia Magistralia, because the Clerks which made them were for their knowledge called Magistri Cancellaria, Masters of the Chancery, as those who did write the Brevia de Cursu) Writs of Course, were, and set are called (Cursistaris) Cursisters, or Cursisters, Co. 8 part sol. 49. a.

And these Masters in Chancery, according to the Lord Chancellor Egerton, in his Book of the Post Nati sol. 39. were grave and antient Clerks, skilful and long experienced in the Course, and Practice of the Court, formerly called Clerici de prima Forma, and since Magistri Can-

tellariæ.

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bich shey And Polidore Virgil in his ninth Book, faith, That William the Conqueror instituted a College, or Society of Clerks in this Court (being then the Officina Justitiæ of the Realm) for the making fall manner of Writs, which issued out from bence; among whom our Clerici de prima Forna, now Masters in Chancery, were without doubt, a principal part of that Congregate Body.

And Co. 8 part 49. b. Saith, It might be true and probable, that in former times the Court of Chancery was not furnished in So good Order

with Clerks, as afterwards,

Omnia fert Tempus pariter rapit -

nd that within his Memory the Cursiters Office and been disposed otherwise, than in antient times; and that there had been some other sun-vations besides.

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That the antient Name of Clerici de prima Forma was forgotten, and that few of them had had that Learning in the Laws of England as was requifite; and no wonder, for that for many years past, they had been Men of another Profession, viz. Clergymen; and therefore there had been also a long Disuse of those Brevia formata, and that shortly after Edward the First, in whose time the Statute of Westm. 2. cap. 24 wasmade which Ordaineth, That quotiescunque evenen in Cancellaria quod in uno Cafu reperitu Breve, & in confimili Casu, cadente sub eo dem Jure, simili indigent Remedio, concordent Clerici de Cancellaria de Brevifaciendo &c. By force of which Act the Writ called Bre ve de Ingressu in Consimili Casu was forme by the Clerks in Chancery, Saith Fitzherbert is bis Natura Brevium, fol. 206. vide Registe of Writs, fol. 131, a. & Fitzh. Nat. Brevium 24, b.

And this defection and failing of Clerks in the knowledge of the Common Laws, and in framing Brevia formata (continues Sir Edw. Coke ublippea) - obliged the Judges of other Courts is many to give allowance to the antient Forms (Writs, and to force the Parties Plaintiffs to make a Special Count, in Cases when the Writedoth Warrant the Count in Substance, Co.

part fol. 49, b.

As for Example, The Writ of Assize of Darreign Presentment was formed in these words—Quod Advocatus tempore pacis præsentavi ultimam Personam, quæ mortua est—yeneve

evertheless the Palintiff was allowed to have hat Writ, in case the Parson did Refign, and pas alive; and the VVrit Supposeth. That the Defendant did Deforce him from his Advontion. o which his Ancestor did last present; whereby be supposeth, that he is in possession of the faid Advowson; and it was allowable, Fitz, n.b. 71.h.

So, if the Tenant hold by Homage Ancestrel. ind is impleaded, he may have a VVrit de Waantia Chartæ against his Lord; and the form f the VVrit is -- Unde Chartam habet. though he have no Deed or VVriting to thew. but only his Tenure by Homage Ancestrel, Fitz. n. b. 134.f.

And lo if Tenements be let to a Man for half year, or less; and the Tenant commit VVafte. he VVrit shall be-Quæ tenet ad Terminum Annorum: But yet he must make a Special Delaration upon the truth of the Matter, and the

ount faith, Fitz. n. b. fol. 60, d. shall not abate. he VVrit.

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The later Name of Masters of the Chancery, they retain at this day, in regard of their Gravity and VVisdom. They retain likewise their, antient Precedency before all other Clerks, and do ht upon the Bench with the Lords Chancellors. or Lords Keepers, as well as when they were Cojudices with them in Matters concerning Form. and then they were allowed Robes out of the King's Wardrobe. And now a Recognizance acknowledged before any of them, and certified under his handwriting, is of that Authority, that it is a Matter of Record, and as effectual

as if it had been acknowledged in open Court, Likewise every Desendant in any Bill exhibited against him in this Court, must make his answer thereunto upon Oath before one of them.

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Also all Deeds or Indentures, which are to be involled in Chancery, must be acknowledged be-

fore them. Vide Keilway, fol. 4.

Likewise the Lord Chancellor, or Lord Keeper taking advantage of their leisures and opportunities, do refer Matters depending in this Court, which are ready for Hearing, unto their Examinations, which according to their Certificates, are Decreed accordingly, Vide Co. Præfat. in lib. 4. Relation. fol. 2. a. & Stat. 1 Jac. cap. 10.

The Civilians Say, That it ought only to belong to them to be Masters of the Chancery, and Affiftants to the Lord Chancellor, or Lord Keeper; and Complain as of a wrong done to. them, that they are not permitted to give their Judgments in this Court, as the Judges of the Common Law do in Courts of Ordinary Justice. For (fay they) the Kings of England baving always from time to time taken care to supply the Temporal Courts of this Kingdom, where the Common Law is exercised, with such of the Professors thereof, as are most Eminent for their Learning, and Knowledge therein; so to the Court of Chancery they did also use to Afign the Professors of the Civil Law, in respect of the many Titles concerning Equity, which they have in their Law Books. For whatfoever is called Jus Prætorium or Jus Edilitium, by the Civilians in the Titles of their Law Books,

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altogether matter of Equity; fo that they may eem best able for their skill in those Titles, of bich no other Law bath the like, to affift the ord Chancellor, or Lord Keeper in matters of mscience; who the be a Person, for the most ert, chasen by the King himself, out of the rest the Judges and Sages of the Law of this Naon, for his great Learning, Integrity, and oer Abilities, so that he may be thought, for is great Wisdom in all things touching that fice, able to Direct bimself; yet, (because it is ivinitatis potius quam Humanitatis Omnium eram habere memoriam, & in nullo errare, one well Observes) it was providently done Princes of former Ages to join to these Persoges men furnished with knowledge in these Cases Conscience, Dott. Ridley of the Civil Law. 1. 228,

The Six Clerks in Chancery.

The Six Clerks, next in Degree to the Twelve afters in Chancery, are of ancient Continuance; to whom belongs the Drawing of all Patents, mmissions, Licenses, Pardons and Warrants at pass the Great Seal of England; for which ason they are talled Clerici Scribentes in Rolis, as appears by certain Constitutions made ordering the Court of Chancery, Anno 12 ic. 2, since which time the Reputation of the Office hath so much increased, that they we been specially assigned amongst other Officers attend at the time of the Kings Coronation,

as appears by the Records of the Heralds Of

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They hold their Offices of the Master of the Rolls; and although the Six Clerks are them selves the proper Attorneys of the Court, yet the have many Clerks under them, who do the Business of the Office, and account to them for the same, as the Entring Clerks and Attorneys do to the Prothonotaries of the Courts at Common Law.

Clerk of the Crown.

The Clerk of the Crown in Chancery is an Officer, who by himself or his Deputy, is continually to attend the Lord Chancellor, or Lord Keeper, for special matters of State; by Commission or otherwise, either immediately from his Ministry, or by Order from the Privy Counsel, as we ordinary as extraordinary.

He makes all Commissions of Lieutenancy, Justices of Assis. Over and Terminer, and of Gar Delivery, or of the Peace, and such like; wit their Writs of Association, Dedimus Potestate for taking of Oaths; also all General Pardowhich are granted at a Coronation, or in Parliament, where he sitteth with the Writs for I lection of Knights and Burgesses, which are no turned into his Office.

He hath also the making of all Special Pardon and VV rits of Execution upon Statues Stapped and Bonds forfeited to the Crown, upon the A of 23 H. 8. cap. 6. And this was annexed to be Office.

Office in the Reign of Queen Mary, in confideation of his continual and chargeable Attenlance; both which Writs were before that time ommonly made by every Curfitor, and Clerk of his Court. eags beeng le

Clerk of the Petty-Bag.

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The Clerk of the Petty-Bag is also an Officer f this Court. In this Office there be three Clerks, f whom the Master of the Rolls is their Chief. Their Office is to make all Patents of Cuftomers, agers, Comptrollers and Alnegers; all Conge's efliet, for Bishops; all Liberate's upon Exnts of Statutes Staple; the Recovery of Recog-Sances forfeited, and all Elegits upon them; e summons of the Nobility, Clergy and Bur-Tes to the Parliament; Commissions directed to ights, and others of every Shire for affessing Subsidies, and to receive the Monies due to King for the Same; which you may see more y in the Statutes of H. 8. cap. 3. and 33 H. 81

Clerk of the Hamper.

The Clerk of the Hamper, or Hanapet is also Officer of this Court, who is otherwise called arden of the Hamper; his Office is to receive Monies due to the King for the Seals of Char-, Patents, Commissions and VVrits; as also s due to the Officers for Inrolling and examig the Same. C 2

He

He is obliged to attend the Lord Chancellor, or Lord Keeper every day in Term-time, and at all other times when the Seal is open, having with him Leathern Bags, wherein are put all VVrits, &c. after they are sealed with the Great Seal; which Bags being sealed up by the Lord Chancellor, or Lord Keeper with his private Seal are delivered by this Officer to the Comptroller of the Hamper to be disposed of by him, as to his Office appertaineth.

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The Fees formerly paid into the Hamper for Fines upon Originals in Debt, or for VVrits of Entry and Covenant upon any Alzenation, were (according to Fitzherbert in his Natura Brevium, Tit. Disceit, fol. 95. E. as followeth; for every VVrit of Debt of the Sum of 401. and more to pay for every VVrit of 401.—65. 8 d. as if it be a VVrit of 100 Marks—65. 8 d. as

So for every 100 Marks -6 s. 8d.

Likewise for every VVrit of a Plea of Lan which is a Præcipe qd' reddat (unless it be VVrit of Right Patent) where the Land is the yearly value of five Marks, 6 s. 8 d. &

and so according to that rate.

But now the Course is, for every Origin VVrit, in which the Debt or Damages amount more than 401. to pay a Fine to the Hamper 6s. 8 d. from 401. to 100 Marks; and of 3 4d. from 100 Marks to 1001. and so 6s. 8 for every 100 Marks, and 10s. for every 100 the Debt, or Damages in such Original Wishall amount to; but unless the Debt or Damages shall exceed 401. no Fine is to be paid.

Note, If the Writ be abated, the Plaintiff ball have a New Writ for the same Rine, which her call a Finem fecit, if the first Writ be enred, Bro. Tit. Fine pur Contempt 50.

But the King's Fine for an Affife is 408. Co.

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In 23 H. 8. one Grey and Elizabeth bis Wife, being seised (in right of the said E.) of be Mannor of Empoles in West-Hall, in the County of Soft. levied a Fine thereof unto Nichoas Bohun and his Heirs, by the name of the Manner of Empoles, and of a great number of Acres of Land, Meadow, &c. according to the ommon form of Fines: And the Said Mannor, nd Tenements were valued at 20 Marks per Anum, so that the Fine in the Hamper was 6s. 8d. which was indorfed apon the Writ of evenant. And always the Fine pro Licencia oncordandi (which is called the King's Silver, the Post Fine) is the Fine in the Hamper, d half the faid Fine more. As in this Cafe, be Fine in the Hamper was 26 s. 8 d. and half pat is 13 s. 4d. which in the whole amounts to os. Co. 5. part, 43, b.

Comptroller of the Hamper.

The Comptroller is an Officer in this Court atending daily on the Lord Chancellor, or Lord seeper, in the term time, and days appointed or Scaling.

His

He is obliged to attend the Lord Chancellor, or Lord Keeper every day in Term-time, and at all other times when the Seal is open, having with him Leathern Bags, wherein are put all VVrits, &c. after they are sealed with the Great Seal; which Bags being sealed up by the Lord Chancellor, or Lord Keeper with his private Seal are delivered by this Officer to the Comptroller of the Hamper to be disposed of by him, as to his Office appertaineth.

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Comptroller of the Hamper.

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C₃ His

His Office is to take all Writs, or whatever elfe Shall pass the Seal from the Clerk of the Hamper, (as before bath been mentioned in the de-Scriptica of his Office) Sealed up in Leathern Bags; which he opens, and counts the Number, and takes Special notice of the Natures, Kinds, Qualities and Effects of all things for received; and enters the same in a Book (be keeps for that purpose) together with all Duties belonging to the King, or such Officers as are concerned therein, and then chargeth the Clerk of the Hamper with the same of a bank , colo inche wominish

Acres of Land Menter Curlitors to the comment

Tenescents were and a Although the Clerks before mentioned, called Clerici de prima Forma have the Precedency. yet the Office of Curfitors is accounted much more ancient; for to them only it belongs to make out all Original Writs, which are the Foundation of Proceedings at the Common Law, vide Firzherbert's Preface to his Natura Brevium, and the Preface to the third Part of Coke's Reports.

These Cursitors are bound by the Duty of their Offices to have knowledge, and skill in the true Forms of Original VVrits; for that their Mistakes shall not be accounted Vitia Scriptorum, or Misprissions amendable by the Statute of 8 H. 6. cap. 12. Concerning which you may fee many excellent Cases and Presidents in Co. 8 Part, fol 159.

and Finch's Law, 53, b.

coording to the

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The Curfitors are in number 24, and are a Corporation of themselves; they have allotted unto them severally certain Counties, into which they make out and send such VV rits Original, and others, as are required of them by the Attorneys of the Courts at Law.

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Examiners Trans Bast y

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There are two Examiners in this Court, who (by their Deputies) examine the Parties in any Suit upon Oath, and Witnesses produced on either side; and put their Answers and Depositions made to Interrogatories in writing: But the VVitnesses, or Parties must first be sworn by a Mater in Chancery.

Serjeant at Arms.

The Office of a Sergeant at Arms is to attend be Lord Chancellor, or Lord Keeper in this court; be carrieth the Mace before him wherever be goeth, and calls all Persons before his Lord at his Commandment; there being but two bays to cause Desendants to make their Appearance, or come into this Court, viz. either by his Officer, or Subpena, whereof a Case is cited outhing this Officer, in Co. 9 Part, fol. 98, b. weing the Constat of a Record in Queen Maries imes, the Tenour of which runs thus; — Midd. st. Constat qd' Dominus Philippus & Domina Maria, nuper Rex & Reginæ Angliæ, Soror Dominæ Reginæ Elizabethæ nunc præ-

clarissima, pro se Hæredibus & Successoribus diez Reginz Mariz, per corundem nuper Regis & Reginæ Philippi & Mariæ Literas Patentes sub Magno Sigillo Angliæ confectas, geren' Dat' apud Westm' 23 die Septembris Annis corundem nuper Regis & Reginæ tertio & quarto, Dederunt & Concesserunt Marco Steward Generoso, Officium Servientis, eo. rundem nuper Regis & Reginæ Philippi & Matiæ, ad Arma, attenden' fuper Cancellarium Angliæ, pro tempore existen; Ac ipsum Marcum Servientem fuum ad Arma fecerunt, ordinaverunt & constituerunt per easdem Literas Parentes: Habendum & Gaudendum Officium illud pro termino vitæ fuæ, with all Fees thereunto belonging and appertaining; and with one certain Fee of 12 d. per Diem. And Wray Chief Justice, and all the Court Said, That forasmuch as the Lord Chancellor of England or Lord Keeper of the Great Seal, is the King's Deputy durante beneplacito, therefore the fervice done by the faid Sergeant at Arms to either of them is by Law adjudged to be done to the King himself, Co. 9 Part, fol. 99. a.

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Clerk of the Faculties.

Touching the Clerk of the Faculties, is is prowided by the Statute of 25 H. 8. cap. 20. [Intituled an All for the Exoneration of the King's Subjects from Exactions and Impositions, heretofore paid to the Synod of Rome; and from having Licenses, and Dispensations within this Realm, without suing surther for the same] in manner bus

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anner following: viz. That no manner of Difinfations, Licenses, Faculties, or other Reipts, or Writings hereafter to be granted to y Person, or Persons, by Virtue, or Authoy of this Act, by the faid Arch Bishop, or Commissary, being of such Importance, at the Tax for the Expedition thereof at ome extended to the Sum of 41. or above, all in any ways be put in Execution till the me License, Dispensation, Faculty, Receipt, Writing of what Name or Nature foever it of, be first confirmed by the King, his Heirs, nd Successors, Kings of this Realm of England, nder the Great Seal, and Inrolled in the Chanry in a Roll by a Clerk to be appointed for e same purpose, &c.

And in the end of the same Statute, among ft the ees to be taken, and divided, it is faid. That the Tax be under 40s. and not under 26s. d. the same Tax shall be divided into two parts, pereof one part shall be to the King, his Heirs ed Successors, deducting thereout 2 s. for the lerk of the Chancery for his said pains, and e other part shall be to the Said Arch Bishop, d his Officers. Which other part shall be diided into two parts, whereof the Arch Bishop all have one, and his Commissary, or Register shall eve the other, equally to be divided between them. And if the Tax be under 26 s. 8 d. and t under 20 s. the same shall be divided into po parts, whereof the King, bis Heirs and scessors shall have one part intirely, abat-

g two shillings thereof for the said Clerk of

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the Chancery; and the Arch Bishop, and bis Officens shall have the other part, to be divided into three parts, whereof the Arch Bishop to have one part, his Commissary the second part, and his Register the third part.

And if the Fax be under 205, the same sha be taken to the use of the Commissary, the Clerk of the said Arch Bishap, and Oleth of the Chaneery; to be equally divided amongst them, su

their pains and labour, &cc. and stassist and

and and Clerk of the Preferences of the

Concerning the Office of the Clerk of the Profentments, we read, That the Lord Chancellor of England by virtue of his Office shall present to an of the King's Churches, or Benefices, which are under the yearly value of 20 Marks, and be to the King's gift, in Right of the Crown, an wheneof he is in such manner Patron.

But if the King have them by any other Collateral Title, then the Lord Chancellor, or Lor Keeper of the Great Seal, shall not have the Presentments, but the King; notwithstanding such Presentments must pass the Great Seal of England, Plowd. Com. 528. 38 Ed. 3.3. Fitz

M. B. 28 che one, and his Committee or Shifter B. M.

But it appears by 22 Ed. 4. 18. That it belongs to the Lord Chancellor, virtute Officij, to present to all the Kings Churches under the yearly value of forty Marks.

But the Authority of the Lord Chanceller, or Lord Keeper, in this behalf hath been much enlar-

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by special Grants, or Letters Patents made to e of them since Mr. Fitzherbert's time. It also belongs to the Lord Chancellor of Engl, or Lord Keeper of the Great Seal, to wist Hospitals, which are of the King's Foundation, which were founded by any of his Predecessors; ilso, all Free Chappels of the King, or any of Predecessors; for no Ordinary shall wish any hem, for if he doth, a Prohibition lies against at the King's Suits Fitz. N. B. 42. a.

Clerk of Appeals.

The Clerk of Appeals is an Officer pursuant to Statute of 25 H.8. cap. 19. By which (algle other things) it was Enacted, That for of Justice at or in any of the Courts of the Bishops of this Realm, or in any the g's Dominions, it shall be lawful to the Pargrieved to appeal to the King's Court of incery; and that upon every such Appeal, a mmission shall be directed under the great I to such Persons as shall be named by the g's Highness, his Heirs and Successors, in like as in Case of an Appeal from the Adalty Court, to hear and definitively to Demine such Appeals.

Clerk of the Patents.

Clerk of the Patents is an Officer by Order of Common Law; for though it be not expressed any Statute, that the King's Patents should be Inrolled,

Involled, yet so much is imployed by the Law so the King's Benefit, (as bath been said before in the Title of the Master of the Rolls) for his Grams must appear by Record, which must remain with himself in his Custody, that is to say, in his Court; and in divers Statutes mention is make of Exemplifications, which could not be make unless the Patents were involled, Crompt. Juris diction of Courts, Tit. Exchequer, 108.

Of the Priviledge of the Officers and Clerks of the Chancery, and their Attendants.

or a Clerk of the Chancery, or any of his Servants or a Clerk of the Chancery, or any of his Servants be Arrested upon an Action of Debt, or Trespass in London, or elsewhere, and thereupon be such in London before the Mayor, or Sheriff, then they may have a Supersedeas out of the Chancery directed to the said Mayor, &c. to surcease, and acquains the Party Plaintiff, that he may sue the Defendant in Chancery, if he think it expedient. For the Forms of the Writs of Priviledge for the Clerks of this Court, see the first Part of this Collection, fol. 105, and 109. By the former of which fol. 107. it appears that this Custom and Priviledge was confirmed by Authority of Parliament, Anno 18 Ed. 3.

If any Officer or Clerk of this Court be Arrested in London, or other Place, he shall have a Writ of Priviledge, with an absolute Supersedeas in it, Commanding the Plaintiff Qd' sequatur in Curia ubi, &c. si voluerit, where he

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ne be bere; in which no Procedendo shall be awardbere; in which no Procedendo shall be awardd to on Inferior Court: But otherwise it is where be Party Arrested had Priviledge by reason of a uit depending in a Superiour Court for him, or gainst him, and that is the only Cause of his riviledge; per omnes Justic' Dyer 287.

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One of the Clerks of the Chancery was fued in be Court of Common Pleas in an Action of Debe, nd Process continued until the Exigent; and he Defendant, who was the Clerk, did fue out Supersedeas quia improvide, directed to the heriff; and afterwards be brought his Writ Priviledge, directed to the Justices there, eciting his Priviledge in the Court of Chanery, and required the Justices to surcease; ed it was well Debated, whether he should have is Priviledge or not; and at last the Priviedge was disallowed, and the Chancery-Clerk reced to answer; for the Court was lawfully feied of the Plea by the Act of the Defendant himelf, for in as much as he did sue out the Supersedeas quia improvide, he did affirm the Jurifdiction of the Court; for every Supersedeas quia improvide reciteth an appearance in Court of the Defendant, by his Attorney, and shews his name, whereby it appears to be meerly his own Fault.

But if the Defendant had not sued out the Supersedeas to the Exigent, notwithstanding the Exigent had gone forth, yet his Priviledge had been allowed; and thereupon divers Precedents

were produced by the Court.

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And it was then faid, That after the Write Priviledge comes to the Justices. They ought make to the Sheriff a Special Superfedens to the Outlawry, reciting the Writ of Priviledge. The Tenour of which Writs of Priviledge, and Superfedens, with the entry thereof, are as followeth,

Elizabetha Regina, &c. Vic B. falutem Cun nuper tibi per Breve nostrum Preceperima qd Exigi faceres W. H. nuper de, &c. de Com in Com' quousque secundum Legem & Con fuerudinem Regni nostri Angliæ Utlagarem fi non comp'uerit. Et fi comp'uerit qd' eun Capias Et falvo Custodiri facias Ita qd' eum ha beas coram Jufticiarijs nostris apud Westm (tali Retorn') ad Respondend' C. N. de placio Quare vi & armis Clausum ipfius C. apud A fregic & alia Enormia ei intulit, ad grave damp num ipfius C. Et contra Pacem nostram A idem W. ven' in Cur' nostra Et protulit Justiciarijs nostris apud Westm' quoddam Breve de Privileg' e Cur Cancellar nostre emanan eifdem Justiciarijs nostris direct' de supersedend in predicto Placito versus eundem W. Et ideo Tibi precipimus qd' de prefat' W. ulterius Exigend' Utlagand' Capiend' seu in aliquo Molestand' occasione premissa Supersedeas omnino Periculo incumbente Dicens prefar C. qd fit coram Justiciarijs nostris apud Westmonasterium ad præfatum Terminum Ostensurus si quid pro se habeat vel dicere sciat Quare predictus W. Privilegijs Curiæ Cancellariæ nostræ in codem Placito gaudere non debeat si sibi vides rit expediri Et qualiter hoc Praceptum no-Arunt rum fucris execut? Conftare facias Jufticiarijs
oftris apud Weltmonasterium ad prefatiim
erminum Et habeas ibilhoc Breve Tetta Jonne Dyer, &c.

The Entry of which Writ is as followeth.

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arreDoming Reging Justa formam & check Domina Regina Mandavit Jufficiarijs fuis hie reve fuum Claufum in hac verba Blizabetha ei Gratia Anglia Scotia Francia & Hibernia egina Fidei Defensor, &c. Vicecomiti B. farem Cum nuper Tibi Præceperimus qd Exigi ceres W. H. de Comitatu in Comitatum quoque secundum Legem & Consuerudinem egni nostri Anglia Urlagaretur fi non Comruerit Et si Competuerit tune eum Caperes. falvo Cuodiri faceres Ita qdi haberes Cors ejus coram Justiciarijs nostris apud Westmasterium (tali Retorn') ad respondendum N. de placito Quare vi & armis Chaufum ius C. apud B. fregie Et alia Enormia ei inlit ad grave Dampnum ipfius C. & contra cem nostram. Cujus quidem Brevis praktu Scrutatis Rotulis & alijs Memorandis in uria Dominæ Reginæ hic refidentibus faris onftar de Recordo Qd' antequam prædictum reve de Superfedendo deliberarum fuit Juiciaris hic pradictus W. pofitus fuit in Exiendo in Comitatu H. ad satisfaciendum J. M. quodam placito debiti fuper demandam cem Librarum ad Utlagandum Quod quidem reve de Exigendo coram Justiciarijs hic in rasting animarum proxime futuro retornabile existic existit Super quo prædictus W. pro Indempnitate sua petit Breve Dominæ Vicecomiti H dirigendum de supersedendo Executionem prædicti Brevis de Exigendo Ita qd' prædictus C ad diem illum ostendere possit si quid, &c Quare prædictus W. Privilegia Curiæ CancellariæDominæReginæ juxta sormam & essectum Brevis prædicti habere non debeat si, &c. E ei Conceditur retornabile hic ad præsatum Terminum, &c. Idem dies datus est præsatu

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W. hic. &c.

Observe here by the Precedents above inserted That one W. H a Clerk in Chancery was fued in the Common Pleas in an Action of Trespass Quan Clausin fregit at the suit of N. C. and the Process was continued to the Exigent, which was taken out and directed to the Sheriff of B. Where upon the said W. brings his Writ of Priviledy abovementioned out of the Court of Chancery, directed to the said Sheriff of B. Keciting the Said Exigent, and Commanding the Said Sherif to supersede the same, at his Peril, and to give notice to the Plaintiff that he be before the Justices of the Common Pleas at Westminster, at the Return of the Exigent, to shew Cause, if he can why the said W. ought not to enjoy the Privil ledges of the Court of Chancery, if the Plaintif shall think it expedient for him so to do; and the the Sheriff (at the same Return) give an account to the said fustices in what manner be had Extcuted the faid Writ.

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By pretext of which Writ fearch being made mongst the Records of the Common-Pleas, it opeared to the faid Court, That before the faid Vrit of Supersedeas was delivered to the Justis there, the aforefaid W. was fued to the Exent in the County of H. upon a Cap. ad Satisciend for a Debt of 10 1. upon demand in orer to be Outlawed; Which Writ was returnable Crastino Animarum, next coming before the Stices of the Said Court of Common Pleas, pereupon the said W. for his indemnity prayed e Queen's Writ directed to the Sheriff of H. Supersede the Execution of the aforesaid Writ Exigent, so that the faid C. may shew Cause, be can, why the said W. ought not to enjoy Privileges of the Court of Chancery, acding to the effect of the aforesaid Writ; and was granted unto him, &c. Vide Dyer 33. b. Nota Diversitatem.

the Exchequer, Illingworth Chief Baron earsed to the Justices, That Tho. Young lice, brought a Bill in the Exchequer against Clerk of the Hamper in the Chancety, upon Account due from him to the King; to which I the Said Clerk of the Hamper did imparliast Term, until this Term, and this Term Supersedeas was sent to us, Reciting that was a Clerk of the Chancery, and ought not be sued elsewhere, but in that Court, comding us to surcease, &c.

and the Chief Baron asked the said Fustices, be said Supersedeas were allowable, in as ib as he hath affirmed the Jurisdiction, &c.

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And it was held by all the Justices, without question, That when the Clerk of the Hamper did Imparl, and the Court was seized of the Plea be could never after disassirm the same; for all Courts are the Kings, and have had their Original, and Antiquity from Time whereof Memory Man is not to the contrary, forasmuch as no Maccan say which of them is the most antient; meaning the Superiour Courts a Westminster.

Also they were clearly of Opinion, That if the Clerk of the Hamper had not Imparled, yet he Supersedeas should not be allowed, for that very Accomptant ought to be Attendant, a present in the Court of Exchequer; and who he is present, there it is convenient for him

be sued.

Moreover, it is for the King's advantage to he be fued in the Exchequer, for if he should compelled to answer elsewhere, then he could attend here.

Likewise, an Accomptant here may have Bill against his Debtor to hasten the King's

Sent payment.

Also, if an Accomptant in the Excheq should be sued in the Common-Pleas, be have a Supersedeas to the Justices of that a

to cause them to surcease, &c.

Or, if such Accomptant be impleaded in Court of King's Bench, the Barons of the Exequer must shew the Record, that he is accomble there, &c. For they may not make a Supe deas to the King, for that Court is holden con Rege, &c. and thereupon he should be different to the court is holden to the cour

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d, for he ought to be sued in the Exchequer.

And Fairfax said, That this Suit of Justice oung is as Assignee of the King, by his Patent, receive this Money of the Clerk of the Hamper re upon his Actount; and as no Supersedeas is against the King, neither doth it lie against the Kings neither doth it lie against the Kings Assignee, &c.

And Justice Young bimself said, What if the ord Chancellor will Command me, upon a Peny, that I should not sue the Clerk of the amper? To which Justice Billing answered, a are not bound to obey it, for such Commandate is against Law, 9 Ed. 4. 53.

If a necessary Officer, such as the Court of ancery cannot be without, as Register, Maof the Chancery, or such like, be in Prison, Chancellor may inlarge him; but if an Officer in Execution for Debt or Damages, he shall e no Privilege, for then the Plaintiff would without Remedy, if such Officer were once at t, Vide 2 Ed. 4.8. and Cromptons Jurisof Courts, fol. 48, b.

Note, That the Profits of the Office belongto an Officer of this Court, shall not be exled upon any Statute, or such like; for that Ian shall never have any thing extended a any Execution, unless he may Grant and gn over the same thing; but an Office cannot franted, because the Party that is the Officer ut a Servant to the Court, to do the Business Service of the Court, and not his own Busi-; and it is also an Office of Trust, which is Transferrable to a Stranger, as the Office

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to be Carver at my Table, which cannot be of

figned over, Dyer fol. 7. b.

Powel, Clerk of the Crown in Chancery, and his Wife, as Executrix of her first Hubband, were sued in the Court of Common-Please in an Action of Debt.

Powel brought his Writ of Privilege in himself and his Wife; Sed non Allocatur, in she is not impleadable there, nor is her Atta dance required in the Court of Chancery:

But it is otherwise, where the Husband impleaded alone in the Court of Common-Plea and he coming with his Wife into Court to fend his Suit, and both of them are Arrest in that Case they shall both have Privile Dyer 377.

If the Husband bath Privilege in the Con of Chancery, it will not serve for his Win and yet a Servant of a Servant shall have he vilege: As a Servant immediate to the U Chancellor, or Lord Keeper. But the Wife not properly a Servant, 35 H. 6. 3, 4.

It is a Common Case in our Law Books, It in an Action of Debt brought against two, whom one of them only hath cause of Privilege, his wilege now shall not be allowed unto him, where the Common Law, and a Private Case or Privilege do meet together, there the mon Law shall be preferred, 9 Ed. 4. 4. b.

And note, That if a Privileged Person of Court will untruly surmise, that one, who is pleaded in another Court, is his Servant, thereupon procure for him a Writ of Privilegence.

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spersede the Action as his Servant, whereby be Plaintiff in that Court is delaid, an Action the Case will lie for the Plaintiff against such ficer, 24 E. 4. 22. b.

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Note also, That if a Clerk of this Court sues t an Attachment of Privilege against any over Person, whereby the Desendant is condemd in Execution thereupon, yet a Capias aduisfaciendum will not lie for such Clerk against e Desendant, because no Capias, or Process of atlawry doth lie upon such Attachment of Prilege; Tamen quære, for if a Man be commed upon a Recognizance, Execution against

s Body will lie, Dyer 192, & 306.

Note, All Proceedings in Chancery wherein e Parties are to Plead and join Issue, as at mmon Law; as, Actions of Debt brought n Recognizances acknowledged in this Court: ions brought in the Office of Clerk of the Pet-Bag, by or against any Clerk, Officer or Mier of this Court, for any Matter or Thing ereof the Cause of Action doth properly arise, d is determinable at the Common Law; as also, Issues directed out of this Court, to Try the lidity of some Point in question, in any Cause re depending by English Bill. &c. upon Action ught by Consent of the Parties Complainant Defendant, or by Order of the Court, upon e supposed Agreement, or feigned Assumplit : Such Proceedings, Order is made by the Court Chancery for Trial thereof, either in the irt of King's Bench or Common-Pleas, into of which Courts the Record shall be delivered wered [per Manus Cancellarij] by the Lord Chancellor, or Lord Keeper of the Great Seal of England for the time being, Co. lib.9. fol.99,2

Sect. 4. Of the twofold Power of the Chancery

THIS Court bath a Twofold Power, the one called Potenia Ordinaria, and the other Potenia Absoluta.

Potentia Ordinaria is, where a certain of der is observed, as in the Law Positive, when by the Lord Chancellor, or Lord Keeper proceedeth in Matters before him in this Court, a cording to the Course and Method of Proceeding at the Common Law, in manner as is about mentioned.

But Lex Naturæ non habet certum Ord nem, but by whatsoever means the Truth may found, &c. Et ideo dicitur Processus Absolute &c. 9 Ed. 4. 14. And these two distinct Powe are acknowledged in our Books to be in the Bree of the Lord Chancellor, or Lord Keeper rest stively; and thereupon it is rightly said of the Court Quod est Officina Justiciæ & Æquitate

The Chancery is a Court of Record in Matters there Treated of pertaining to the Common Law, wherein the Proceedings are, a must be according to the Ordinary Power best described; as, in Case of Repealing the King Letters Patents upon a Scire facias; or in Pla of Debt, &c. commenced there by Attachment Privilege; and such Plea discussed there, is good Bar at the Common Law: For thereupon

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Vrit of Error doth lie in Parliament, according 37 H. 6. 14, b. by Prifot, and 8 Ed. 4. b. a. all the Justices; but by Dyer 315. Anno 14 iz. an Erroneous Judgment in Chancery shall Reversed in the King's Bench, as in the Cafe ere Reported, where a Deed did bear Date fore the Recognizance, and was delivered afr. And if matter of Conscience do arise upon ofe Temporal Causes, the Chancellor cannot judge them according to Conscience, but only cording to Common Law; for as to Matters Equity or Conscience, the Party grieved must ske his Complaint to the Lord Chancellor or ord Keeper, by way of English Bill; for the dinary, and Absolute Authority of the Lord ancellor or Lord Keeper, cannot be blended tother, and be Miscellaneous, for that would ke Confusion, the Rule in Law being Quando Jura concurrunt in una Persona, aquum ac si esset in diversis, Vide 11 Ed. 4. 9. a. Perjury is punishable by the Statute of Eliz. o. 9. and one would have brought his English Il in Chancery, for Perjury committed there, ntra formam Statuti, &c. But it was Resolby Carlin, Dyer, Saunders and Whiddon at it was not good: For, if the Chancery will amine Perjury committed in that Court, as it y by that Statute, then it ought to be by a tin Bill, and pleaded in Latin, and Issue ned there, but tried in the King's Bench, in fimilibus Cafibus folet, Dyer 288. a.

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Upon the like Reason are divers Cases in the Common Law; as, a Man bath cause of Adies concerning certain Lands, part whereof an Gildable, lying within a certain furisdiction of a Sheriff of a County, and the refidue within the Cinque Ports; here the Plaintiff may not have one Writ for them all, because they are of two Several Qualities, and Jurisdictions; but be must have one Writ directed to the Sheriff for that part which is within his Bailywick, an another Writ directed to the Warden of the Cin que Ports, for the other part within that Fran chife, 1 Ed. 3. 1. b.

So, one brings his Action against the Defea dant in Custodia Marescalli; The Defenda changing that place is committed to the Flee in Execution upon a Condemnation in the Com mon Pleas or Exchequer; here the Plaints in the King's Bench cannot pray that the De fendant (being condemned in the Common Pleas or Exchequer) may remain in the Fleet Execution for him, because baving once chose bis Prison he cannot change it; no more the where Process is once directed to the Coroneri shall be afterwards directed to the Sheriff, alth there be a change of the Sheriff, Dyer 297.1.

So, if the Plaintiff brings his Writ for the Breach of any Statute Law, be shall have Jud ment pursuant to such Writ, which is the Fou dation of his Suit, but shall not ground h Action upon any Statute, and bave Judgment at the Common Law, nec è converso, Co. li 9. 74. 2.

J. S. acknowledged a Recognizance in Chanery to G. O. in 200 L. who thereupon fued ant Scire facias against the faid J. S. upon which Nichil was returned, and then iffued out anober Scire facias against the same Conusor. on which a second Nichil being returned, Judgent was awarded in this manner, Ideo Consieratum est per Curiam qd' prædictus G. reuperet versus prædictum J. S. 200 l. and that be said G. Shall have Execution against him. Spon which G. O. sued out a Levari Facias, hereupon the Sheriff returned, That J. S. had othing, &c. and thereupon the Court awarded a Capias ad Satisfaciend. by force whereof the beriff did Arrest the Body of the said J. S. bo afterwards made his Escape from the said beriff, whereupon G O. the Conufee brought an lation of Debt against the Sheriff upon the Espe, and it was Resolved by all the Court. irst. That the Awarding of the Capias ad atisfaciendum was Erroneous; for by the Law be Body of the Conusor was not liable to the Execution, Co. 8 Part, 142.a.

Secondly, That the Court of Chancery had to power to Award that Execution, for that his foods and Chattels, Lands and Tenements are mly liable, either upon a Fieri facias, or an Eegit by the Statute of Westminster the second,

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Likewise the Tenour of the Recognizance Saith apress, That the Debt shall be levied—De Bonis & Catallis, Terris & Tenementis Jonannis S. ad quorumcunque manus devenerunt,

cunt, &c. and therefore no Capias ad Satisfacicund, doeb lie in that Case, because no Process of Outlawry doth lie in the Court of Chancery upon the Original Proces, Dyer 306. a.

Self. 5. Of Warrants for the Great Seal.

HE Course used for passing the King's Letters Patents is in this manner: Is they pass by Bill signed without Privy Seal, the Patent is subscribed Per ipsum Regem, and then the Bill signed remains with the Lord Chancel

lor or Lord Keeper, for his Warrant.

And when it passeth by Bill signed, and Privy Seal also, then the Privy Seal remains with the Lord Chancellor or Lord Keeper, and the Bil signed remains with the Clerk of the Signet, and the Lord Privy Seal hath an Extract of it is make the Privy Seal by, and then the Letter's Patents are subscribed Per Breve de Privato Sigillo; and if Per Authoritatem Parliamenti be added, then it must pass according to the Statute of 27 H. 8. cap. 11.

And when the King signeth the Patent himself, in the upper part, and the Signet and Great Seal do pass together at one and the same time, then it is subscribed per insum Regem Manu su

Propria.

And when it is done by Authority of Parliament, then it is subscribed per Regem & totum Confilium in Parliamento, Co. 8 Part, 18.b.

Every Warrant Sent by the King to the Lote Chamellor or Lord Keeper, Shall the day of the delivery very thereof, be entred of Record in the Chanry; and the Lord Chancellor, or Lord Reeper the Great Seal; for the time being, shall cause etters Patents to be made upon such Warrant, aring Date the same day of the Delivery into e Chancery, and not before in any wise. And any Letters Patents be made to the contrary, bey shall be void and of no effect, by the State of 18 H. 6. cap. 1. and for the full Exposition this Statute, See Ludford and Creton's Case Plowden's Commentaries, fol. 491. and ver's Rep. fol. 133.

Note, By the Common Law no Grant from the ing of Lands, is available or pleadable, unless be under the Great Seal of England, Co. 2

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There be three several ways of procuring such Grant under the Great Seal, as the Case shall quire, viz.

First, The Party may have a Duplicate at

e Sealing bis Letters Patents.

Secondly, If the Letters Patents be lost be ay have a Constat, upon Oath made that they re lost; and that if they be found again, then bey shall be surrendred up in Court to be Cancelled. Thirdly, The Party may have an Exemplish.

ation upon the Inrollment.

ell. 6. Of an Exemplification, and Constat, and their difference.

Because the Statutes of Ed. 6. cap. 4. and 13
Eliz. cap. 6. do extend to make an Exemlification, or a Constat of Letters Patents to be
pleadable,

pleadable; it is requisite to know the Diversity between them, as also the signification of other words whereby Letters Patents are commonly discriminated or distinguished; as Inspeximus, Innotescimus and Vidimus.

An Exemplification and an Inspeximus, are all one, as are an Innotescimus and a Vidimus: an Inspeximus or an Exemplification beginning in this manner, Gulielmus & Maria Dei Gratia. &c. Omnibus ad quos præsentes Literæ nostra pervenerint falutem Inspeximus, Irrotulamentum quarundam Literarum Patentium, &c. Il recites the Record verbatim, and concludes thus-Nos autem Tenorem Literarum Patentium prædict' ad requisitionem A. B. duximus Exemplificandum per Præsentes in cujus rei Testimonium has Literas nostras fieri fecimus Patentes, Testibus Nobis ipsis apud Westm', &c. And it is called an Inspeximus from the word it begins with after the Style of the King and Queen; It is also termed an Exemplification à Re ipsa, because the Record is thereby exemplified, as appears by the words in the Conclusion, viz. Duximus Exemplificandum per Præfentes.

In like manner the Constat begins (after the Style of the King and Queen) after this Form—Constat Nobis per Inspectionem cujusdam Irro-tulamenti in Curia Cancellariæ nostræ, qd' Dominus Jacobus nuper Rex Angliæ Avus noster præcharissimus Literas suas sieri secit Patentes in hæc verba, Jacobus Dei Gratia, &c. and so recites all the Letters Patents verbatim, and concludes in this manner: Nos autem,

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n A pro eo qd' Literæ Patentes prædictæ sunt cainaliter amissæssicut A. B. Nobis in Cancellaria
iostra personaliter constiturus Sacramentum
præstitit corporale Et qd' ipse Literas prædictas, si eas imposterum reperire contigerit Nobis in Cancellariam nostram prædictam restiuerit cancellandas; Tenorem Irrotulamenti
prædicti ad requisitionem A. B. duximus Exemplisicandum per Præsentes, In cujus, &c.
And it is called a Constat, for that, after the
Stile of the King and Queen, it begins with the
word Constat; but nothing is exemplished thereby but the Tenour of the Record.

Also, by the Premisses it appears, That a Constat cannot be had without an Assidavit, as may be seen by the Form thereof; but an Inspectionus may be obtained without, no Oath being

required in the Cafe.

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For the Antiquity of an Inspeximus, or Exemplification, See Co. part 5. 54. a. and part 8. 18.b. and the Prince's Case, where an Exemplification of an Ast of Parliament is pleaded under the Great Seal.

An Innotescimus and Vidimus are likewise all one, and are always of a Charter of Feoffment, or some other Instrument of Record.

The Form of an Innotescimus is after this manner——Gulielmus & Maria Dei Gratia, &c. Omnibus ad quos præsentes Literæ nostræ prevenerint salutem. Inspeximus quoddam scriptum sactum per Antonium B. Carolo D. Sigillo ipsus Antonij sigilla-

figillatum, ut dicitur, in the verba, Sciant præsentes & suturi qd' Ego Antonius Berissord, &c. and so recites the Instrument, or Deed of Feossment de verbo in verbum unto the end, and then concludes thus—Et hoc Omnibus quibus interest, aut interesse poterit in præmissis Innotescimus; In cujus rei Testimonium, &c.

This is also called Innotescimus from the

word Innotescimus in the Conclusion.

Sometimes likewise an Exemplification begins with the word Vidimus, after the Style of the King and Queen; as Gulielmus & Maria Dei Gratia, &c. Omnibus ad quos præsentes Literæ nostræ prevenerint salutem; Vidimus quoddam scriptum, &c. and then such an Exemplification is called a Vidimus, Co. ibid.

And note, That it is a received Opinion, That if the King's Letters Patents be eaten with Rate or Mice, or other Vermin; Or if they shall happen to be stained, or spoiled by accident, That the King's Patentee cannot have a Constat of the same; but he may have an Exemplification de novo of the Inrollment or Record; because a Constat is never had but where the Letters Patents are actually lost, and thereof Affidavit must be made, as before hath been said.

Note also, That the Clerk of the Hamper Office was granted by King Henry the Eighth, he his Letters Patents to Sir Ralph Sadler Knight, and one John Hales, Habendum eisdem Radulpho Sadler Militi & Johanni Hales pro Termino vitæ eorum & alterius eorum diutius

viventium.

Of which Grant two Patents were made ne Form, and the one was called a Duplicace. on which the word Duplicate was written, arve the Seal, and that was in the Custody of be said Mr. Hales. V ske - exchange Cla

But upon the Principal Patent, remaining in be Custody of the said Sir Ralph Sadler, was ritten these words-Per Warrantiam de rivato Sigillo, Authoritate Parliamenti.

Not long after Sir Ralph Sadler Surrendred and cancelled the Patent in his Custody, ithout the Consent of the Said Mr. Hales, and bereupon a New Grant of the said Office was ade to the said Sir Ralph Sadler and one emp.

Then Mr. Hales upon Notice of the New Grant the faid Sir Ralph Sadler and Kemp, claimbis foint Estate in the said Office, and proced to the Court bis Duplicate, of the first stent, whole and undefaced; and whether be d any Interest therein was the Question.

Whereupon the Court was of Opinion, That hen the Original Patent was Cancelled, the Duplicate was void in Law, for that no Title an accrue by the Duplicate, because such Patents are made and sealed by the Chancellor, at ois Pleasure, without any Warrant or Comnand from the King to make the same, Dyer As a Chanceller of won, in his Bone 417

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carocalain of dening to been facinado misbronen ward on the the to be to be to be Sea. 7. Sell. 7. Certain Cases wherein the Party grieved hath no Remedy in Equity.

N the Exchequer Chamber, all the Judget of England being there present, the Arch. bishep of York, then Lord Chancellor of England, asked their Advice concerning a Subpoena, Saying, That Complaint had been made to him by one that was bound in a Statute Merchant to another, and that the Conusor had paid the Money, but had not any Release, and that the Conusee had took out Execution upon the Said Statute, but if he might be ex. amined upon his Oath, he would not deny the Truth. What Say you my Lords (Said the Chancellor to the Judges) may I grant a Subpoena in this Case ? To whom the Court answered, No, my Lord, it were against reason to grant a Subpoena in this Case, for then by the Testimony of two Witnesses a Matter of Record might be defeated; It was the Conufors folly, in this Case, to pay the Money due upon the Statute, and not to take a Release of the Connfee: And the Chancellor did agree to the Opinion of the Justices in that Case, 22 Ed. 4. 46, b. Doctor and Student, 23.

And therefore with great Judgment did the Lord Chancellor Egerton, in his Book of the Postnati, fol. 39. pronounce the saying of the Archbishop and Chancellor abovementioned, viz. Concordant Clerici in brevi faciendo ita qu' Nullus recedat a Cancellaria sine Remedio.

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ith, That Quotiescunque de catero evenerit
Cancellaria, qd' in uno Casu reperitur

eve, & in consimili, cadente sub eodem

e, & simili indigente remedio, non reperi
; Concordant Clerici de Cancellaria in

evi faciendo, &c. Ne contingat de catero

Curia Regis deficiat Conquerentibus in

sticia perquirenda; so that it appears there
that no General Rule can be had without li-

tation of the Subject Matter.

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It appears by the Rolls of King Edward the cth's Time, remaining in the Chancery, That Ross entred into a Recognizance of 1000 irks unto one Pope, who purchased parcel of Lands of the said Ross; and yet neverthethe Conusee shall have Execution against the usor of that parcel which doth remain in his inds.

For, although every one of the Feoffees may be an Audita Querela against the Conusor, to he bim contributary to the charge any of m shall be at, if Execution be sued against Person only; yet the Conusor shall not have Audita Querela against any of the Feoffees make their Lands contributary to the Charge, as that the Lands left in his Hands be only in Execution for the whole Debt; for the then being his own, and he only is the tor, as hath been before shewed; If therethe Conusor shall have no Contributional edy against the other Feoffees, by the same on, in the Principal Case, he may not discharge

charge the Execution, because of the Purchase made by the Conusee of parcel of the Lands, so then the Execution of the Conusee would be discharged, by his being Contributary, if he were Feossee only, and not Conusee; and the forasmuch as he shall not be Contributary who he is a Feossee, and not a Conusee, he shall no be discharged as he is a Conusee, quia cessant Causa cessant Essectus: And for these Reason the acceptance of the Lands doth not discharge the Execution here, whereupon Judgment we given that the Plaintiff should take nothing

bis Writ, Plowd. Com. 72. a.

In a Bill depending in the Court of Reque between Snow Plaintiff, and Beverly Defe dant, the Case was, That Snow had made Obligation to the Defendant of 1000 L and the faid Court would be discharged there for that, at the time of the making the s Obligation, he was not of sound memory. But was moved in the Court of King's Bench, bave a Probibition, because the Matter was determinable in Equity, and it was grante for the Court of King's Bench did Refor That it being against an express Maxim of Common Law, viz. That the Party Should disable himself, Lit. Lib. 2. Sect. He for therefore have no Relief thereof in any Court Equity, for then that would be in Subversion a Maxim, Principle or Fundamental Ground the Law, Co. lib. 4. fol. 124.

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Judgments given at the Common Law can be avoided or examined in any Court of Equi ia Judicia reddita in Curiis Domini Regis adnihilentur nifi per Attinctam vel per orem.

Indicted in the King's Bench upon the ente of 27 Ed. 3. cap. 1. of Premunire, for a Judgment passing against his Client in the Court of King's Bench, the said Serjeant ibited a Bill in Chancery to have the matter examined in that Court, in derogation of said Judgment given in the King's Bench, mpton's Jurisdiction of Courts, 57.

necovered Damages in an Action of Trefagainst B. to the value of 201. by Verdict, a Nisi prius at the Assizes; and before the in Bank, B. procured an Injunction out of Court of Chancery against the said A. unacertain Penalty to forbear entring up

gment upon the faid Verdict.

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Ind the Court of Common Pleas being moved ein, Hussey, Chief Justice said, If the intiff will pray Judgment he shall have it. the Plaintiffs Council said, they feared two is: First, The penalty contained in the Intion: Secondly, The doubt of Imprisonment beir Client, for not obeying the Chancellar. airsax, Justice said, That notwithstanding injunction, he may pray Judgment; Or, if injunction be to the Plaintiff himself, his rney may pray Judgment: Lt c contra. usley, Chief Justice, We have conferred

usley, Chief Justice, We have conferred the Judges in this Matter, and We do not by great burt that may come to the Patty; if he prays Judgment; For, to have the Sementioned in the Injunction, by way of penals the Law will not allow: And, as to the Important of your Client, it must be, if any when in the Fleet, whither, as soon as We have notice thereof, We will Order an Habe Corpus to be directed, returnable before and when he is brought into Court thereno We will discharge him, 22 Ed. 4.37.

So, One being condemned upon an Adibrought in the Court of Common Pleas, a bibited his Bill in the Court of Requests, a obtained an Injunction against the Plaintist Common Law, forbidding him to take out the esution upon his Judgment; Notwithstand which he prayed Execution, and had it; thereupon he was committed to the Fleet, the Lord Chief Justice Dyer, and the Cadischarged him upon his bringing a Writ of the beas Corpus; and this was about 13 Inter Humsreys & Humsreys, Crompt. Just Courts, 60. a.

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One delivered a certain Sum of Money to ther upon Condition, That he should deliver same to a Woman, at the day of her Marria to her use; but, before her Marriage, he we Money it was, revoked the said Condition, countermanded the Delivery of the Money; it was held good by Shelley and Baldw Justices, 33 Hen. 8. Dyet 49. Because the was no Consideration in the Case. Sud Gist also seems to be void in Conscience, the Woman to be without Remdy in Expense.

want of a Consideration, Crompt. Jur. of purts, 64. b.

B. an Infant, levied a Fine; and by Inspeon, and other Proofs upon a Writ of Error ought thereupon, it was Reversed. Two ichils being returned upon the Scire facias a-

inst the Conusee, who was one P.

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And afterwards the Conusor, being of full ge, Enseoffed a Stranger, against whom P. shibited his Bill in Chancery, and Witses were produced on the part of the said P. prove the Conusor to be of sull Age, at the me of the Fine levied, which was exemplied, and given in Evidence at the Common cas Bar, in an Action brought there upon a srit of Entry in le quibus against him by K. d L. Feosses of the said Conusor, and the sue was Non Disseisvit.

And it was Resolved by the Court, That, at evidence was of small force in Law against e Reversal of the Fine by the Precedent adgment of the Court; For that the Authory of the Court was such, That Judgment ere given by Inspection, cannot be. Disannul or Controlled, except in Parliament, beuse the natural and genuine Trial of the Law, such Cases, is only by Inspection, ut paret, Ass. Pl. 1. Dyer 201.

Wilkes made a Feoffment of his Manor of in Com. War. and the Deed did recite Consideration of 1000 l. to be paid to him the Feoffees, of which said Sum he did E 2 thereby

thereby acknowledge the Receipt, and there did acquit them by the said Deed.

But notwithstanding the Said Fcoffment, kept possession of the Said Manor, and stocked

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Same with Sheep, &c. during her life.

After whose death it was found by Inquisit upon a Writ of Diem Clausit Extremum, The died seized of the said Manor in Fee; a thereby also one John Wilkes his Brother a found to be his next Heir, &c. and therewe there was great question, if the Master of Wards by his Discretion might remove the offees by Injunction, out of their possession, a Examination of the Consideration of the Feoffment, which was false, for in truth the was no Money paid; and that the said Manight retains the Lands in manibus Dom Regis donee & quousque, &c.

But the Opinion of the Court was, That could not; and that the Heir could not be mitted to Aver, That the Confideration of falfe, against the Deed and Confession of his a cestor, for this would be the same thing, as

admit an Inconvenience, Dyer 196.

The Bishop of Salisbury was intituled to Writ of Entry, sine assensu Capituli, for Manor of S. but not knowing who was Ten of the Freehold, against whom he was to be his Action, he thereupon exhibited his Bill Chancery against one who was the late Ten thereof, and who had conveyed the Lands another, as was suggested, to the intent

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Bishop should not know against whom to bring his Action; and therefore the Bishop prayed by his said Bill, That the late Tenant might Disover unto whom he had made the Conveyance. o which the Lord Keeper Bacon Said, That if he Bishop's Council could shew any Precedent in bat Court, that the like bad been done before, is Prayer should be granted; but because they ould shew no Precedent, therefore the Bishop ould have no Remedy, 13 Eliz. Jewel's Case, Crompton 48. Vide 9 Ed. 4.41. b. per Justici Catesby, Nemo tenetur prodere seipsum.

J. F. Seized of a Tenement, and thirteen Acres, nd two Roods of Copyhold Lands, and of three Acres and one Rood of Freehold Lands; by his Will dated the tenth day of October, 1625. Charged the Premisses in hiis verbistem, I give and bequeath one Annuity or rearly Rent of Five pounds for ever, to be fluing and going forth of my Houses and ands at St. F. in the faid County of Norfolk, or and towards the maintenance of one able nd fufficient Scholar, to teach Scholars at he intended Freeschool at L. in the County f Tork; and to Preach the Word of God on he Sabbath-days at H. G. Chapel there adoyning.

Alfo, I give and bequeath one other Anulty, or yearly Rent of Five pounds, for ver, likewise to be issuing and going forth f my faid Houses and Lands at St. F. aforeid, to be distributed, for ever, to and aong the poor People of the Parish of A. where

where I was born; at the discretion of the Parson, and Vestrymen of the same Parish, so

the time being.

Soon after the making of which said Will, the said J. F. the Testator died, without making any Surrender of the said Copyhold Lands to the Use of the said Will; leaving behind him the Children, viz. William his Son, and Ann a Elizabeth, his two Daughters.

William was admitted to the Copyhold Ten ment and Premisses, above devised, and du

without Iffue.

Ann died before Admittance.

Elizabeth was admitted as Heir to Willia and in the Tear 1646. Devised the said Cophold Tenement and Premisses to M. F. h Unkle; who (without any respect being bad a to, or notice taken of the Devise made unto be by the said Elizabeth) was admitted unto the said Copyhold Tenement and Premisses, as Unkland Heir to the said Elizabeth; and in the Tear, 1653. Surrendred and Conveyed the said Elizabeth for 288 l.

T. H. in the Tear, 1659. Surrendred and Conveyed the Said Copybold Tenement and Pamisses to W. B. and his Heirs for 2501.

Note, That all the Premisses (except the Tenement and three Roods) are Field Land and uninclosed, and charged with the Quit Rent of Nine and forty shillings per Annual at the least.

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Note also, That the Repairs of the Premission bave cost W. B. Eighty pounds, besides the ine he paid upon his admittance to the Copyld Tenement and Premisses; so that, if the id two Annuities should be added to the forey Charges of Quit Rent, Repairs and Fine, by will much exceed the full yearly Prosits ereof, besides Taxes.

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Note likewise, That none of the Copies or onveyances fince the death of J. F. the Testator, make any mention of his said Will; But Villiam was admitted as Son and Heir of J. F. ad Elizabeth as Heir to William; and M. F. Heir to Elizabeth: So that the several Purbasers had not the least knowledge, or notice of the Charitable Uses said to be Bequeathed out the Premisses thereby.

Moreover, The faid Annuities were never de-

Quære I.

Whether J. F. his Will can so Charge the opybold Tenement and Premisses, in regard here was no Surrender made by him to the Use his faid Will.

I Conceive it will be a good Charge upon the Freehold, but not upon the Copyhold Land by the Statute of, 43 Eliz.

John Fountayne.

I Conceive a Devise of Copyho Lands to a Charitable Use, may good to Bind the Equitable Interthereof, without any Surrender made the Use of such Will.

W. Jones

Quære II.

Whether Lands can be charged for a Char table Use, only intended: I Conceive they can.

John Fountayne.

I Think it may.

ford in it is executive a

W. Jones.

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Quære III.

Whether W. B. and the Premisses be not eured by the Proviso of the 43 Eliz. cap. concerning Purchasers bona side, and upon viluable Consideration?

They are secured against any Decreto be made upon the Statute of 43 Elliby Commissioners upon that Statute for they ought not to make any Decree upon that Statute against a Purch for for a valuable Consideration, with our Notice; and, if they do, such Decree will be Reversed upon Appeals Chancery, and Exception to such Decree.

John Fountayne.

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I think, that W. B. being a Purchafor upon a valuable Confideration, and
having no Notice of this Charitable Use,
before, or at the Time of his Purchase,
is within the Express words and meaning of the Proviso of the Statute of 43
Eliz. cap. 4. And shall hold the Land discharged of the Charitable Use.

W. Jones.

Quære IV.

Whether W.B. will not be Relieved in Euity, in respect of the full Consideration paid y him? Of his Ignorance of the Charge? And f the greatness of that Charge? (If the Prenisses shall be liable to it) Which, amounting o more than the full yearly value of the Prenisses, will be a Mischief, as great as that gainst which the Proviso of the said Statute of 43 Eliz. cap. 4. was made, on the behalf, ind in favour of Purchasors bona side, and pon valuable Consideration, &c.

If by Law the Purchaser be Charged, Equity will not help him; for there is Equity for the Charity, as well as for the Purchasor; and so Equity against Equity: In which Case the Law will prevail. But in this Case, I take the Law to be on the Purchasers side, and the Charity not available against the Purchaser, without

Notice.

John Fountayne.

This

This needs no Answer; He is within the Proviso.

W. Jones.

Sel

Thus far the Opinions of Sir John Fountayne, Sergeant at Law, and Sir William Jones, Attorney General to King Charles I The other following is the Opinion of Charles Cremer of Gray's Inn, Esquire, upon the said Case.

- (1.) Copyhold may be Charged a Given by Will to Charitable Uses in tended, without Surrender, to the Use of the Will, by the Statute of 43 Eliz. cap. 4.
- ble, on both Freehold and Copyhold for it being Freehold, and no Seife given, and being above Thirty year ago, is not now more Chargeable of the Freehold, than on the Copyhold but by help of the Statute of 43 Elizaby which, I take it, both will be Chargeable, especially since the Freehold is not able to answer the whole Rent.
- (3.) In Case of Rent issuing out of Land, Notice is not Requisite to a Purchaser, but the Land will be Charged

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Charged without Notice, into whose hands soever it comes, and so the last Purchaser liable to answer the Rent; But perhaps for Arrears, but from Notice. And I am clearly of Opinion, That the Proviso in the Statute, helps not, in this Case, the Purchaser; for he Purchased the Land, and not the Rent; and that it helps none but the Purchaser of the Thing appointed to the good use, not having Notice.

Charles Gremer

Sell. 8. Some Observations relating to the Practice of this Court.

Fone produced as a Witness, in this Court, be contradictory in his Depositions, or Deposeth that which is apparently false in any part thereof, he shall be rejected, and the Party be commanded to produce better Witnesses.

If a Commission of Rebellion issue out of this Court, against any Person for Contempt in not appearing to the Subpæna, and other mean Process, the Commissioners may break open his House to take him, because of his Contempt to the Law. They may also by virtue of the said Commission break open the House of any other Person, where he is (although a Mans House is esteemed his Sanctuary and Castle) as a Sheriff

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may in cose of an Outlawry. Co. 5 Part 91.
But upon Process of Attachment out of this
Court the Sheriff may not break the House of
any Man.

After Witnesses are examined upon Commission, or in Court, Publication of the Depositions may be staid, by Motion upon reasonable Cause; as that the Party had other Witnesses to be sworn at the time of the Commission, &c. But after Publication he shall have no other

Witnesses examined.

Nevertheless this Court hath sometimes ofth Publication past, allowed New Proofs to be Probationes Abornantes, because they tend to the better Explanation of the sormer Depositions; As A. and B. are supposed to have done such an Act, the Proof whereof is but obscurely set forth in the Witnesses Depositions, not giving any reasonable Testimony of their knowledge touching the performance of such Act in any particular; Now, if such obscure Deposition be published, and the Deponent happen to die, others may well Depose, That they were present at the performance of that Act, and so Explain the first Depositions.

But if they Depose any Thing contrary to the former Depositions, or which may alter any part of the Substance thereof, Such Deposition is wold,

Keilway's Rep. fol. 96.

A Subpæna is returnable before the end of the Term two days, in this Case the Desendant must answer the same Term. But if it be returnable the last Return, as Quindena Martini, Octabis Purificationis, then the Defennt is not Compelled to answer before the ext Term.

If a Feme sole brings ber Bill in this Court, d, Pendente Lite, takes a Husband, the Suit ill abate, and must be renewed by Bill of Rever in both their Names.

But, if a Feme sole be Defendant, and tathe a Husband Pendente Lite, the Suit shall ntinue at the peril of him that shall marry the ber.

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If A. by his Bill make Title to himself as Tent in Tail, and by his Replication saith, That is seized in Fee-simple, or that he is Tenant Life of a Copyhold Estate, according to the Custom of the Manor, This is a Departure from the former Title he made to himself his Bill, which is not to be allowed, beause Judgment must pass secundum formam etitionis.

The Defendant may not Demur to any Bill, ut he must be personally present at the putting a of the same into the Court, or else it is as reat a Contempt, as if he said nothing at It: Neither shall any Demurrer he allowed after Replication.

If the Plaintiff and Defendant be at full Jue, and Publication granted, and the Deendant is dismissed because the Complainant ath not proved his Bill; and the Complaiant doth afterwards Commence a New Action n another Court for the same Matter contained n his former Bill; In this Case, the Court will aid

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aid the Defendant, and compel the Complenant to Exhibit his Bill de Novo in the Court; Except the Defendant be dismiss to the Common Law by special Order: Other wise, every Plaintiff may compel the Defendant to disclose his Title in this Count and so Delude the Court and make it an Istrument to all other Courts which is superito them. And yet upon a New Bill the Plain tiff must pay to the Defendant Costs before a doth answer.

And if the Defendant be dismissed definitively, then the Plaintiff is without Remedy a revive this Matter again, either in this Com-

or in any other.

A. Exhibits his Bill against B. and asse Issue joined, A. dieth, then shall the Heir A. Revive the Title of his Father by a Na Bill; but the Desendants former Answer shand, except the Son by his Bill of Revive set forth New Matter, which was contained his Ancestors Bill.

But a Bill of Reviver upon a Bill of Reviver shall not be admitted for the Infinitent thereof, Infinitum enim in Jure reprobatu

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Netther shall a Bill of Review upon a Bill of Review be admitted; But a Demurrer sheet

unto will be allowed.

If a Cause depends by Bill in this Court is tween Plaintiff and Defendant, and asterward the Plaintiff would have the Desendant swe and examined upon Interrogatories as a Wil es in that Cause; If the Defendant will do so, he Court will Compel the Plaintiff to stand to e Desendants Depositions, as Conclusive, or herwise the Desendant ought not to be examined; Except some New Ast be done by the esendant in Puisne Temps, and after the sue joined; as, a Feossment made and an Ente executed; or a kelease by Covin long ast the Matter was pleaded on both sides: For such Cases the Plaintiss may Compel the Desidant to be examined.

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If the Plaintiff have a day to Reply, and aketh Default, the Defendant shall have Costs; d after that the Plaintiff hath paid the Cofts, may proceed in the Cause by way of Replicaon; But the Defendant shall not be dismissed e Court, because the Plaintiff bath not put in s Replication; for if he should, then would e Plaintiff be utterly debarred and excluded om resewing or reviving again that Matter pich is contained in his Bill though he have per so good Proof of the same ; And it would Severity in this Court (being the Supreme urt of Equity) to deprive the Plaintiff of the emedy which he Sought here, for want of putg in his Replication, which perhaps might be e fault of his Council, Attorney or Sollicitor. Note, It was agreed by all the Justices, ich. 45 Ed. 3. That although the Chancery Err in granting a Superfedeas or an Injunon, yet all inferiour Courts ought to obey it, z. Tit. Suspersedeas, Pl. 13, 18.

A Subpoens being iffued out of Chancery gainst B. to answer A. concerning certain Good and Chattels, to the value of; &c. which one ! bad forfeited to the King by his Attainder Treason, which came to the hands of the De fendant, and which the King had given to the Plaintiff, by his Letters Patents, who preferre bis Bill thereupon; To which the Defenda Demurred in Law, and demanded the Juagmen of the Court, if he ought to answer, albedgin that the Plaintiff might upon the Matter con plained of in his Bill, have a Writ of Derin at the Common Law, and therefore ought not fue for the same in Chancery, for whi cell Remedium Ordinarium, ibi decurrit ad Extra ordinarinm; Et nunquam decurrit ad Exm ordinarium ubi valet Ordinarium

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Tet nevertheless by the Opinion of the Counthe Subpoena did well lie in this Case; at therefore the Defendant was commanded to make an Inventory apon Oath of all the Goods at Chattels that came to his hands, which weret Persons attainted, by a day prefixt, otherw to be committed to the Fleet. And the Reason upon which the said Order is grounded, was be sause peradventure the Plaintiff could not be knowledge, any other way, of the quantity, julity, or number of the said Goods and Chattel to demand them, as be ought by a Writ of Donue, at Common Law.

A Subpæna issued out of this Court, at the Case was, Two were Executors, and one them Released to a Debtor of the Testant with

nithout the confent of his Companion, whereby be Will could not be performed, as was surmid: and the Subpoena was against him who ade the Release, and against him to whom the elease was made; but the Opinion of the Court as. That it is lawful for a Debtor to procure is own Discharge.

A. was bound to C. and D to the use of C. nd afterwards D. Released to A. and G. took out Subpoena against D. and also against A. but was discharged of the said Subpæna, and it as ordered to stand only against D. but the laintiff's Council not fatisfied therewith, faid, f a Feoffee in Trust makes a Feoffment to one, bo knows of the Trust, a Subpæna will lie aainst them both; and so of Chattels; and thereore in the principal Case A. in Conscience is not ischarged, unless in Truth he hath paid the hole Money to D.

A. fued out a Subpoena against B, and the afe was; B. had Lands in Extent upon a tatute, and afterwards purchased the same to im, and his Heirs in Fee; and a Common Revery was had thereof, with Voucher, &c. and be Recoveror entred, and ousted A. and it as holden by the Court, That, for asmuch as A. aving but a Chattel, could not satisfie the Revery by the Common Law, as Tenant for Life light. Therefore he should be restored to his offession, Right and Interest in Equity by the ourt of Chancery; and the rather, because ommon Recoveries are but as Feoffments, and ommon Affurances. Leffee

tte Da

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Lessee for Life, the Remainder for Life, the Remainder in Fee; The first Lessee Commits Wast: It is not punishable by him that bath the Fee simple, by reason of the Mess Estate for Life, Co.5 part, 76.b. Vide Stat. 20 Ed. 1 cap. But the Chancery may, upon a Bill preferred for this matter, is ue out an Injunction to Compet the first Lessee to design from committing Wast. For alrhough no Astion of Wast down lie, in this Case, for the Tenant in Fee, at Common Law; yet it is against reason that the sullessee should commit Wast ad damnum & prejudicium alterius: For he ought to observe the Rule, Sic enim utere tuo, ut alieno a lædas.

A Woman, Copybolder for Life, takes a Haband, and the Reversion of the Said Copybul Estate was granted to three, viz. A. B. and Coum acciderit by Surrender, or forseiture, su their Lives successive, according to the Custom

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Life, to whom the Lord granted by Copy

Court Roll accordingly.

A. and B. die. The Opinion of the Commus, That C. hath no Right to be admitted a ther by Law or Equity; for that, after the death of the Husband, the Wife may Enter, a have a Plaint in the Court of the Lord of the Manor, in the Nature of a Cui in Vita contradicere non poruit; and, during the Hipband's Life the Lord may have it in the Nature of an Occupancy.

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But the Case did proceed surther, viz. That the Husband and Wife were willing to Release all the Right of the Wife unto the Surviving Reversioner, but the Lord would not consent into it, nor hold a Court for the doing thereof; Whereupon it was Ordered, by Decree in Chancery, That the Lord should hold a Court, and ecept of their Conveyance, or otherwise avoid the Possession thereof, Dyer 264.

A. is Lord of the Manor, and B. is Tenant of Several Customary Lands and Tenements holden of the Said Manor in Fee, by Copy of Court Roll, according to the Custom of the Said Manor. The Lord Grants the Inheritance of the Said Copyhold unto C. a Stranger in Fee

In this Cafe B. the Copyholder is so prejudied, that he cannot surrender, or otherwise alienate the Estate; for he may not alienate but by arrender in manus Domini Serviciorum uzs be Custom doth warrant, and that he cannot low, nor can C. the Grantee make any Admitnce, or Grant of the Copybold, for he is but Dominus Manerij pro tempore; and therefore. f B. the Copyholder in Fee, will alienate or ransfer bis Estate in the premisses, there is no ther way or means left for him, but to have a Decree against C. the Grantee, and his Heirs, in the Court of Chancery: Tet nevertheless by t the full Interest of the Land is not bound, but he Person only, Co. 4 Part 25. a. But fee Noy's Rep. 172. Simfon and Gillion's Cafe, Vhere its said, That if a Copybolder in Fee dies, and the Lord admits a Stanger, the Hein

Heir of the Copybolder may Enter, and Maintain Trespass, without an Admission by the Lord.

A. prefers his Bill in Chancery against B. so the Manor of C. After Issue joyned, B. dieth, and A. by a new Bill Revives the Suit against D. the Defendant's Heir; in this Case, the said Heir shall not be admitted to say, That his Ancestor died seized of the said Manor, so that he ought to make no Answer by reason of a Discent cast upon him, but the Court will compel him to make a better Answer.

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Vide 8 Ed. 4.5. Where faid, That if a Subpoena be against two Executors, or Feosfees h Trust, one of them shall not be compelled to a swer without the other (by the Opinion of the Chancellor and Justices) for they both, as on represent the Person of the Testator; and by the ignorance of him, who only doth appears the other that is absent may be prejudiced; for i may be that be hath sufficient Matter to But the Plaintiss, of which, he that doth appears to bath no knowledge.

But if an Attachment be against two Clerk of this Court, as Executors, and one of the doth appear, be shall answer alone, because the Statute of 9 Ed 3. cap. 3. Is qui private venerir respondent; for this Attachment is a Suit at the Common Law, wherein all Precedings must be according to the Chancellow Ordinary Power.

B. Brandons Solding & Se

The Introduction.

But otherwise it is, where the Process is bsolute, as a Subpoena; and there note the diference.

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Regularly a Man shall not be prejudiced in counts of Equity, for Mispleading, or Want of Form; so that he can prove the Matter of his sill wis & modis it is sufficient; for the sudges of those Counts sit there secundum Poessatem Absolutam, and shall judge there secundum Allegara & Probata, & Ed. 4.15, b. & 16 Ed. 4.9. b.

But the Case in 21 H. 7.34, b. was, That the Plaintiff in Chancery did not prove his will, but the Proof of the Defendant was better so that he was likely to be dismissed; and therefore the Plaintiff to hinder that, informed be Court, That the Matter in his Bill was determinable at Common Law, and not in this Court of Equity.

But the Court laid, He should be Estopped therein, for that it was his own Snit, therefore it doth not lie in his Power so to do; For when a Plaintiss commenceth his Snit in this Court, be ought to prove his Bill, although the Desendant do never perseally answer thereunto, or essente he never shall have Judgment: And the Chancellor was of the same Opinion, 22 Ed. 4.9.6.

Note, That if the Party take a Traverse, which is adjudged insufficient in Law, it is peremptory unto him, and he shall not be received after to take a New Traverse, as appears in 40 Ass. pl. 24.8 Ed. 4.5. And yet in 15 Ed. 4.6. the contrary Opinionis holden, That it is not premptory.

F 4 beganse

because a Proceeding and Pleading in Chancery which is a Court of Equity. But as to that, it may be answered, That the Chancellor hath im Powers, the one Absolute, the other Ordinary, and this Traverse may be before him by his Ordinary Power, in which all Things, teuching the same, must proceed, as before any other Judy at the Common Law, Stamf. Practog. cap. 20.3 H.A. 6, b.

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An Infant, within Age, acknowledged a Statute, and afterwards brought an Audita Quert thereupon in the Common Pleas; And the Question was, If the Suit might be in the King Bench, or whether it ought to be in the Chacery. It was resolved by the Justices, That Suit might be in the Common Pleas, or King's Bench, as well as the Chancery, Crok Eliz. 208. Clavel and Molloy's Case.

The Parties were at Issue in Chancery on an Issue Triable at Law upon an Audita Quenta; and the Lord Chancellor writ to the Bissue of Durham to try the Issue, who tried it was dingly, and a Verdict was given: It was to Opinion, and Order of the Justices of the Composition, and Order of the Fustices of the Composition of King's Bench, That the Verdict should quashed; for they said. That the Chancello cannot call a Jury at their Bar to try an Issue but the Chancellor ought to deliver the Issue bimself with his own hands into the Court King's Bench, and they to try the Issue there and upon Verdict they ought to give Judgment and upon Verdict they

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not return the fame again into the Chan-, because the Chancery is rid of that rerund consentated another drive stoff of wood

and so it is, If an Issue is to be stied in other Franchife, where they are not comable at Westminster, to try an Isue, as in

And Dodderidge, Justice, faid, He never rd, or faw, before, That the Chancellor written to any County Palatine to try Thue; but that the Court of King's Bench the well do it. Paleth Anno Primo Caroli mi in Banco Regis, Telv. Rep. 3.

One C. E. Anno 15 Jacobi Primi makes bis In Writing, and by the same Devises some n R. and W. bis Brothers, that is to fay, ne of them be gave 100 1. and to the other ool. and some other Legacies to his Kindred; made bis Wife Executrix of bis faid Will. freeward Anno 22 cjustem Regis He for fome Perfons to came to him, and when came, they demanded of him what Friend thought best to be bis Executor, and to lee Will performed; and whether he trufted any son more than his Wifer He answered, That Wife was the fittest Person, and therefore uld be his Sole Executrix.

Being then moved to give other Legacies to Fathers Brethren, and Kindred : He onred, He would not leave them any thing; bequeathed to J. S. bis Godfon, 30 s. and

being

Che Introduction:

heing dequalted by his Wife to give his greater Legacy; He unswered her. To know it not what thou sayst; do not wo thy self, go s. is Money in a Poor Bod Purse. That the Testator spake these we Animo Testandi, & Ultimam Voluntatem clarandi, and all this was set down in a coil, and the first Will, and that Cadicil a proved in Common Form.

The Question was, Whether this Codicil a Revocation of the Legacies given to the I tors two Brothers?

It was Resolved, both by the Design of the Civil Law, and by the Judge Common Law, That it was no Revocation the Inegacies.

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Their Reasons were.

Because there was an absolute Formal made in his health; and there being no se made by him of his former Will, nor of Legabies thereby. Devised; The Answer doubtful Question, shall not take away the garies before devised.

Secondly, His answering I will not them any Things upon such Doubtful Spato, make word a Will, advisedly made, not be permitted, without clear or purposes Revocation, or words which do I mount.

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ind upon these Opinions of the Judges and ilians, the Lord Keepel Decreed the Legato the two Brosbers. The Codicil not make any Revocation of the Same, Croke's Ca-37. Eyres's Case.

S. being Complainant against B. in the tof Chancery, it appeared upon Bill Answer, That by an Order there. He e one L. to be Party to the Bill against and a Commission issued out between L. and upon which Commission, the Defendant was mined on the part of the Said L. upon which a Dewas had in the Said L. upon which a Dewas had in the Said Court of Chancery

of B. and for this Matter B. brought an lon of Debt against the Defendant upon the are of 5 Eliz, of Perjury, as a Purty grie-by the Deposition of the Defendant.

t was the Opinion of the Justices, That the ion did not lie, because in this Case L. was a Party to the Suit, but came in Collater. by Order; and no Bill depending either inst him, or brought by him, he was not him the Statute; for as a Penal Law it

of to be taken strictly, Yelverton's Rep. 22, de and Owen's Case.

in the Case in Chancery between the Lord bigney, Complayment, and the Lord Olinon, endant, concerning a Promise supposed to made by him of Assurance of Lands upon Marriage of his Lady; The King by his ters under his Sign Manual, certified to the d Chancellor, the Manner and Substance of the Promise.

Promise, as it was made to his Majesty; in gard whereof his Majesty gave to the Lord his bigney 18000 l. in lieu of 1000 l. per Annu which he had promised: Which Certificate allowed upon hearing of the Cause, for a suffernt Testimony and Proof of so much, Hobar Rep. 213. Dom. Aubigney cont. Dom. C. ton.

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See likewise Trin. 10 Jacobi Primi, in Case between Henry Lea Plaintiff, and Henry Lea Defendant, concerning Title certain Lands, of which Henry Lea brown his Bill in Equity in the Court of Requests, the King being informed thereof, Sir Henry promised, That if the Plaintiff would not make the for any of the Said Land, That he give him 2001, per Annum; and being for not performance of his said Promise, King certified the Promise into the Court will his Seal, and it was holden a sufficient Promise Seal, and it was holden a sufficient Promise was made for the Performance then Godbolt's Rep. 199.

In Hillary Term Anno 22 Jacobi Primit Commission was awarded out of Chancery to amine Witnesses, which was returnable in the Term following. The Commissioners by the Examination of the Witnesses upon Mona the 28th day of March 1625, which was the after the Demise of King James, and continuin Examination of divers Witnesses until Find following, at which day, and not before, barn not

ce of the Demise of the King, they fured.

and whether this Examination of Witnesses, their Depositions should be suppressed ? was

Question.

is was the Opinion of the Justices, That the positions should stand; for although legally Commission was determined, by the Demise the King; yet the Commissioners baving no ice thereof, and having examined Witnesses reupon, they beld, That Juch Witnesses were Sworn and examined, and their Depositishould be allowed, especially in a Court of uity, where the Proceedings are de Jure Nali, and not according to the strict Rules of Common Law. And the Justices approved the Course that was used to preserve the mony of those who were examined, which That the Witnesses should be called, and ir former Examinations, and the Interrogaies tendred to such of them as were alive, whether they approved of them, or not, to men them de novo.

t was then propounded to the Justices. If any nesses examined upon such a Commission should perjured, whether they might be punished by Statute of 5 Eliz. for that Perjury? It resolved by them all, that they might not; being examined before notice of the King's nife, what they did was legal, Croke's oli, 69, 70: Sir Randal Crew and Sir Geo.

mon's Cafe. on but and to the Note,

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Note, It was the Opinion of the Justines the Court of King's Bench in Michaelmas Ter Anno 21 Jacobi Primi, That the Defendant Answer in a Court of Equity to an English Bit is good Evidence to be given to a Jury again the Defendant himself but it is no Evidence be given against other Parties.

Also they said, that if an Astion be brown against two Persons, and the Plaintiff at a Assizes proceedeth against one of them only; that Case, be (against whom the Plaintiff a surcease his Suit) may be allowed, as a With

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to give Evidence in the same Cause.

And they likewise agreed, That if the lecannot find his Witness to give Testimony voce, then he is (as it were) dead unto lead his Deposition in a Court of Equity, tween the said Parties, Plaintiff and Dedant, may be allowed to be read to the surface as the Party do make Oath that he did Endeavour to find his Witness, but could a Godbolt's Rep. 327.

One Exhibited his Bill in Chancery for covery of Evidences, and made Title to his to Lands which the Evidences did common The Defendant also did Entitle himself to same Lands, and so justified detaining of Evidences for Maintaining his own Title to

Said Lands

Whereupon, after Examination of With on both fides, the Matter came to Hearing, for doubtfulness in the Testimony of several the Witnesses, the Court Ordered the Plain The Introduction

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bring an Astion of Tresposs against the De dant (upon an Entry to be made by the Dedant) To which Action the Defendant foods ed to the Freehold, and obereupon they flould e Iffue, and the Iffue fould be tried at the of the Court of King's Bench, and the Fury uld be be named by the Justices of Affize where Lands lie, and be that had the Verdist ald have his Possession established in the Chany, till the other can make a better Title ompt. Jur. of Courts, 44, b. and and those A. Devised that J. S. and three others should certain Lands, and should dispose of the vies to the Defendants, and three abens : Lands were fold accordingly : The Dedant fued the Executor of J. S. in the Spiri-I Court, for a fourth part of the Money neupon a Probibition was prayed: It was reved in this Case. That neither the Lands. the Money was Testamentary, for its mus not ets of Debts, but a Sum of Money anising n Lands, appointed to a Special Life De an stable way, and not as a Leguey, and what re cannot hold a Plea of a beguny in Barish it was Resolved, That in Such Cafe the Suit be have been in Chanceny, or other Court Equity, to have compelled the Defendant to orm the Legacy, Hob. 265, Edwards and ver's Cafe. herand Sed to exhibite ed necommitted to the Fleen for not performing

cereein Chancery, being brought by Habeas pus into the Court of King's Bench; The was, That A had fold to B. a young. Gentleman. Gentleman, a Jewel which he pretended to he worth 360 l. (whereas it was worth but 20 l) and took a Bond of him of 600 l. in the name of J. S. and A. procured the Bond to be put in fuit, and obtained Judgment thereupon against and A. paid all the Charges thereof.

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B. Exhibited bis Bill in Chancery to be to

lieved in the Premisses.

B. also after that brought a Writ of Erm to Reverse the Judgment, upon which the Judgment was affirmed.

Afterwards, upon the Hearing in Chancen

it was Decreed;

rleman.

1. That A. should take his Jewel again.
2. That J. S. should Release to B. and J.

3. That J. S. should acknowledge fatisfalin

upon the said Judgment.

It was holden by the said Court of King's Bench, That the Decree made in the Court of Chancery in this Case, and the Imprisonment for not performing the same, after Judgment at the Common Law, was unlawful; and Ed. 4 Rotulo 35. Cobb and Mores Case was vouched where Cobb procured an Action of Debt to brought against More, and the Action to ke consessed by Attorney, and a Writ of Errowas brought thereupon, and the Judgment was brought thereupon, and the Judgment was beyond Sea, he exhibited his Bill to be Relieved against the Judgment.

In this Cafe it was Refolved,

That after a Judgment at Common Law, the Party could not be relieved in Chancery; hereupon More had no other Remedy than to ring his Bill in Parliament, where a Special 12 was made for his Relief, Cro. Jacobi 344.

Courtney and Glanvil's Cafe.

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And see Mich. 40 Eliz. Sir Moyle Finch and Throgmorton's Case, where an Action of Debt was brought upon a Lease made by the Lucen, for Non payment of Rent, by Sir M. F. the bad purchased the Reversion of the Queen, Eliz. (and afterwards 9 Eliz. Entred for Ion payment of the Rent by the Leffee), and ad Judgment thereupon against the Defendant, bo brought his Writ of Error upon the same, ut the Judgment being affirmed, the Defenan Exhibited his Bill in Chancery, Suggestg thereby, That at the time of Non-payment bich was 9 Eliz. he sent the Kent by his Serant, who was robbed of it, which when he sew, he paid the same the day afterwards, and be Queen accepted of it; and further. That he utinued the payment of his Kent till 3 Eliz. which time the Queen fold the Reversion arged with the Leafe, and therefore it was ntrary to Equity and Good Conscience, that the stentee should now avoid the Leafe.

To which Bill the Defendant pleaded the rocceeding at Common Law, and Judgment

ereupon.

It was holden by all the Judges of England,
If so Resolved in this Case, That though much
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Equity

Equity would have appeared to have been contained in the said Bill, if the Lessee had complained thereof in the Court of Chancery before the Patentee had obtained Judgment at Communication; yet having suffered Judgment to be had against him at Law, he comes too late to ke relieved in a Court of Equity. Whereupon the Defendant in Chancery being brought to the King's Bench Bar by Habeas Corpus, the

Court discharged bim.

Where any Person is injured by Decree Chancery, the best and only way to have remen is to Petition the Queen, and pray her Redig as was done Mich. 43 Eliz. in Sir Moyle Find and the Earl of Worcester's Case, where, Feoffment, the Earl was seized (with others) to the use of the Lady Southampton, and preferred a Bill in Chancery (as Plaintiff on the behalf of the (aid Lady) against Sir Moye Finch, concerning the Manors of R. and S.C. upon which Bill it was Decreed for the all Earl; and Sir Moyle Finch, finding bind thereby agreeved preferred his Petition to Qua Eliz. to be redressed therein, who referred to whole Matter to the Judges, by whom the Decree was Reversed, Vide Bulft. 3 part it Vaudrey and Pannel's Cafe.

See also Bulst. 2 part 194. Heath and Ruley's Case; Where an Action of Debt was brown upon the Statute of 13 Eliz. of Usury, in King's Bench, upon which the Plaintiff Judgment; and the Defendant having day gibin to move in Arrest of Judgment, waved

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ame, and preferred his Bill in Chancery, and rocured an Injunction thereon to stay Execution; notwithstanding which the Court awarded execution.

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Note, It was then said by the Court, That y Person might Inform upon the Statutes of 7 Ed. 3. cap. 1. & 4 H.4. cap. 23. against the arties that procured such Injunctions to stay adgments and Executions after Trials had at be Common Law; because, by those Statutes, e it in a Plea Real or Personal, after Judgent given, the Party ought to be quiet, and about to it: For Judgments once given in the ling's Court, ought not to be avoided but by tror or Attaint.

See likewise Bulft. 2 part 197. Where 'tis served by Coke Chief Justice, as a general Rule d Maxim in Law, That if any Court of Eity doth intermeddle with Matters, property terminable at Common Law, and which do ncern matter of Freehold, they are to be probited, for that, they draw the Matter there aliud Examen; and the same is also put in bitrio unius Viri, and there Judgments are nding, upon which no Writ of Error, or Attaint th, and so the Party is without legal remedy. If in the Exchequer, or other Courts of Law, e Judges do Err in their Judgments, a Writ Error doth lie; but after Judgment, or Dee given in a Court of Equity, the Party hath no medy (but in Parliament) because no Writ of rror, or Attaint lieth in such Case, notwithstanng the Judgment or Decree be Erroneous.

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But see Croke's Jacobi, fol. 67. Woodlid and Molley's Case, In an Audita Querela upn a Recognizance ad Comparend' in Care (Octab. Mich.) & stand Juri in ea Parte, & ad prosequend' cum effectu, supposing the Recognizance to be word, and the Party form four Sureties, each of them bound in 2001. appear and answer, and stand to the Judgmen of the Court accordingly. And upon this Surmit they were at Isue, and the Record was for into the King's Bench, to be tried, and it is adjudged there that the Surmise was insufficient; and because the Conusor did not render himself Prison, and pay the Condemnation, a Scire cias was brought upon the Recognizance; a the Breach assigned was, because he paid not the Condemnation, nor rendred bimfelf to Pris Et sic non sterit Juri, &c. upon which it w Demurred. It was moved the breach was well assigned, for here is no word. That he for render himself, or pay the Condemnation. But was Resolved, That the Recognizance sha be taken according to the Course of that Com and of the Course of Chancery, in such Courts ought to take notice: Wherefore was adjudged. That the Breach was well affer ed, and Judgment was given accordingly.

BANKRUPTS.

n Affidavit upon a Petition and Commission on the Statutes of Bankrupts, to be made before a Master in Chancery.

P. of, &c. maketh Oath, That P. C. of, &c. in the County of Middlefex, Salesman, is truly and justly indebted to this Depoent (and others his Creditors) in the Sum of ool and upwards; and that he is become a ankrupt, within the true meaning of one, or one of the Statutes made against Bankrupts, as is Deponent believeth.

Jurat (tali Die

F. A. C. H. H. B.

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The Bond to be entred in to the Lord Chancello, or Lord Keeper, upon Suing out the Commission of Bankrupt.

De, Ec. & A. Ap. de Ec. teneri & firmin obligari pzehonozabili J. S. Apil Domino Colisos Apagni Sigilli Anglie, solvend etd Domino Custod aut suo certo Actornae Erecutozik Administras del Assignar suis Ad quam ordem solutomem dene E sideliter saciended del gamus Pos Eutrums nostrum Pered Ec. Agillis nostris sigillar, Ec.

THE Condition of this Obligation is such. That if P. C. of, &c. in the County of M. S. be a Bankrupt within all or any the Sutures lately made against Bankrupts, according as the above-bound J. P. and R. M. by the humble Petition, exhibited to the above-name Lord Keeper, have alledged: Then this Obligation to be void, or else to stand in all force,

A Bill preferred to the Lord Keeper to pray (Commission on the Statutes of Bankrupts.

Lordship your daily Orators J. P. and R. M. Enzens and Drapers of London, as well for them selves as for other Creditors of P. C. of, &c. Sale man; That whereas the said P. C. using and exercing the Trade of a Salesman, by way of bargar and exchange, bartering and chevisance, seeking his Trade of living by buying and selling, upon

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uft and good cause for Wares and Merchandizes o him fold and delivered, and also for ready Money to him lent; being indebted to your Oraors and others his Creditors in divers and feveral ums of Money, amounting in the whole to the um of one Hundred Pounds and upwards: of late that is to fay) about the fifteenth of February inant did become Bankrupt within the feveral Stautes lately made against Bankrupts, to the intent o defraud and hinder your faid Orators of their off Debts and duties to them due and owing (viz.) within the Statute made in the Parliament, begun nd holden at Westminster the second day of April, n the thirteenth year of the Reign of our late Sovereign Lady Queen Elizabeth concerning Bankupts; and within the Statute made in the Pariament begun and holden at Westminster aforesaid the nineteenth day of March, in the first year of he Reign of our late Sovereign Lord King Fames, over England, France and Ireland, and of Scotland the thirty seventh, intituled, An Act for the better Relief of Creditors against such as shall become Bankrupts; As also within the Statute made and begun in the Parliament holden at Westminster aforefaid, the nineteenth day of February, in the one and twentieth year of the Reign of our faid late Sovereign Lord King James, of England, France Ireland, and of Scotland the fifty feventh, Intituled, An All for the further description of a Bankrupt, and Relief of Creditors against such as shall become Bankrupts, or within some or one of them: In tender consideration whereof, may it please your Lordship to grant unto your Orators, her Majesties most Gracious Commission, to be directed to such, and so many wife, honest and discreet Persons as to your Lordship shall seem meet; authorizing them thereby, not only concerning the faid Bankrupt his Body and Goods, Lands, and Tenements Freehold

hold and Customary, but also concerning all other Persons, which by concealment, claim, or other wise do, or shall offend, touching the Premisses, or any part thereof, contrary to the true intention and meaning of the same Statutes, or any of them, to do and execute all and every thing and things whatsoever, as well for and towards satisfaction and payment of the said Creditors, as towards and for all other intents and purposes, according to the Ordinance and Provision of the same Sututes.

And your Orators shall ever pray, &c.

The Commission thereupon.

XI Illiam and Mary, by the Grace of God of England, Scotland, France and Ireland King and Queen, Defenders of the Faith, &c. Toour trufty and well-beloved F. A. and C. H. Efquire, and B. H. J. W. and R. W. Gentlemen, Greeting. Whereas we are informed, That P. C. of, &c. Sale man, using and exercising the Trade of Merchandize by way of Bargain, Exchange, Barrering and Chevifance, feeking his Trade and way of Living by Buying and Selling: About the fifteenth of Abruary instant, did become Bankrupt within the feveral Statutes lately made against Bankrupts, to the intent to defraud and hinder J. P. and R. M. Citizens and Drapers of London, and other his Cro ditors, of the just Debts due and owing to them We minding the due Execution as well of the Statute touching Orders for Bankrupts, in the Parliament begun and holden at Westminster the second day of April, in the thirteenth year of the Reign of Elizabeth late Queen of England, made and provided: As of the Statute made in the Parliament begun and holden at Westminster aforesaid, the nineteenth ther

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neteenth day of March, in the first year of the eign of our late dear Grandfather, King James, England, France and Ireland, and the thirty feenth of Scotland, Intituled, An All for the better elief of Creditors against such as shall be come Bankots: As also of the Statute begun in the One d twentieth Year of the Reign of our faid late ar Grandfather, King James of England, &c. gun and holden at Westminster aforesaid, and e Fifty seventh of Scotland, Intituled, An Act the further description of a Bankrupt, and Relief of e Creditors against such as shall become Bankrupts. pon trust of the Wisdoms, Fidelities, Diligence d Provident Circumspections which we have nceived in you, Do by these Presents, Name, flign, Appoint, Constitute and Ordain you our ecial Commissioners, giving full Power and uthority unto you five, or three of you, whereyou the faid F. A. or C. H. to be one, according the faid Statutes, and every or any of them, ot only concerning the faid Bankrupt, his Body, ands and Tenements, Freehold and Customary, oods, Debts, and other things whatfoever; but to concerning all other Perfons, which by Conalment, Claim, and otherwise do, and shall ofnd touching the Premisses, or any part thereof ntrary to the true intent and meaning of the me Statutes, To do and execute all and every ing and things whatfoever, for, and towards tisfaction and payment of the fame Creditors, towards, and for all other intents and pupofes, cording to the Ordinances and Provision of the me Statutes, Willing and Commanding you e, or three of you, whereof you the faid A. or C. H. to be one, to proceed to the recution and Accomplishment of this our Comffion, according to the true intent and meaning of the same Statutes with all diligence and effed, as our Special Trust is in you.

Witness Our Self at Westminster, the day of in the Year of our Reign.

The Form of the Oath to be Administred to be Witnesses upon their Examination.

OU are here produced as a Witness, by vin of a Commission out of the High Court of Cha cery, to us, and others directed, to be by us examine concerning the Bankrupcy of P. C. late of,-Now to Juch Questions and Interrogatories as shall propounded and administred to you concerning the fa P.C. bis Trade or Profession, bis Absconding, other Acts which be bath done or suffered, by which may be discovered to be a Bankrupt; and also comm ing his Lands and Tenements, Goods and Chatt Debts and Duties, Frauds and Concealments, and of matters and things in obedience to the faid Commis and pursuant to the several Statutes made concount Bankrupts, you shall true and direct Answer n and Swear the Truth, the whole Truth, and nothing but the Truth : So bely you God.

The Form of an Oath for proving a Debt.

YOU shall swear that P.C. lete of, &c. at time of his becoming a Bankrupt, was justly, Bona side indebted to you in the Sum of that you have not since been any ways paid or said for the same, or any part thereof.

Debts must be proved upon Oath by the Oditors, as followeth.

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Let every Man subscribe his Debt.

Be sure to observe and enquire if the Debts
were contracted during the Trade.

A Warrant from the Commissioners for Witnesses.

XTHereas the Queen's Majesties Commission under the Great Seal of England. aring date the, Oc. last past at Westminr, grounded upon the feveral Statutes made ncering Bankrupts, hath been awarded against C. of, or. and directed to us, who have hereto subscribed our Names, and put our Seals; d to J.W. &c. (bere name the rest of the Commission ers) and we being the major part of the Com-Moners therein named, having taken upon us e execution of the faid Commission; and it aparing to us, upon good and fufficient proof hat the faid P. C. hath for several Years last past ined his living by buying and felling of Goods d Merchandizes, and thereby became indebted feveral persons in the Sum of One hundred unds and upwards; and whereas upon good d sufficient proof to us made, we have adjudgthe faid P. C. to be a Bankrupt to all intents and rpoles, within the true intent and meaning of e said several Statutes made against Bankrupts, me, or one of them, before the fuing forth of e faid Commission. And whereas we are crebly informed, that you whose Names are here ferted, are necessary Witnesses for the discory of the faid P. C. and his Estate: These are erefore in their Majesties Name, and by virtue the Statutes and Commission aforesaid, to Will, quire, Charge and Command you, and every you, whose Names are here inferted; That u be, and personally appear before us, at the Houle House of D. E. situate, &c. upon
day of this instant Month of
by eight of the Clock of the same day; then
and there to Answer such Questions and Intermgatories as shall be then, and there demanded of
you, and administred to you concerning the sai
P. C. and his Estate; whereof you are not to sai
under the Penalties, in and by the said Acts provided against Contemners of the said Authority,
Given, &c.

Having served those Persons you intend to Witnesses with this, leave an Abstract of ith Writing with them severally. As thus,

A.B.

YOU are hereby summoned personally to and appear before the Commissioners, a the day of infinity by eight of the Clock in the Fore-noon the in S. in the County, &c. concerning a Commission of Bankrupey in profession against P. G. of, &c. And hereof you are not to fail at your peril. Dated, &c.

C. H.

B. H

A Warrant to Commit a Person to the Gaol who refer to be sworn, and to Answer Interrogatories

Hereas their Majesties Commission under the Great Seal of England, bearing do the day of last past, at We minster, grounded upon the several Statutes concerning

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rning Bankrupts, hath been awarded against P. of, de directed to us, who have hereunto put r Seals, and fubferibed our Names, and to W. oc. and we being the major part of the ommissioners therein named, having taken upon the Execution of the same Commission; and it pearing to us upon good and fufficient proof. hat the faid P. C. hath for feveral Years laft patt ught his livelihood by buying and felling of oods and Merchandizes, and thereby become debted to several persons in the sum of One outand pounds and upwards; and whereas upgood and fufficient proof to us made, we we adjudged the faid P. C. a Bankrupt, to all innts and purpofes, within the true intent and eaning of the faid several Statutes made against inkrupts, some, or one of them, before the Date. d fuing forth of the fame Commission; And hereas J. S. was suspected to have imbelled; conaled and fecretly disposed of a great part of the oods and Estate of the said P. C. and was duly mmoned to appear before us; but hath made fault in contempt of our Authority; but at ngth coming and appearing before us, we then ring in execution of the faid Commission, did offinately refuse to be sworn, and make answer fuch Interrogatories and Questions, as we, by rtue of the faid Commission, required him to liwer unto concerning the faid P.C. and his Eate, according to the true meaning of the faid tutes, for the discovering the Estate of the said C. In contempt of the faid Statutes, and of the ommission aforesaid, and the Authority thereby us given. These are therefore to Will, Reuire and Authorize you, and every of you, imediately upon receipt hereof, to Apprehend, rrest, and to take into your Custody the Body the faid J. S. and him fafely to convey to their Majesties

Majesties Gaol for the County of Middlesex, an him there to deliver to the Keeper of the six Gaol, who is hereby required and authorized virtue of the said Commission and Statutes afort said, to receive the said J. S. into his Custody and him safely to keep and detain, without so Mainprise, until he shall conform himself to our Authority, and be thence delivered by a course of Law. And for his, and your so doing this shall be your sufficient Warrant. Given up der our Hand and Seal, the day of Sc.

The Form of a Proclamation.

of that he on the day of the Instant, &c. do yield his Body before F. A. H. &c. her Majesties Commissioners, named a appointed for the execution of the Statutes Bankrupts against the said P. C. or the major prof them that shall be then present at the House D. E. &c. upon the Pains and Peril in the statutes in that Case made, provided and pointed.

God fave the Queen.

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Rill to supersede a Commission granted against a Salesman upon the Statutes against Bankrupts, for that his Debts amounting to no more than 50 st. are not within the true meaning of any of the said Statutes.

To the Right Honourable Sir N. Wright, Knight, Lord Keeper of the Great Seal of England.

AOST humbly shewesh unto your Good Lordship, your daily Orators P. C. of the rith of St. Sepulchers in the County of Middle-, Salesman, and H. P. of the faid Parish and ounty, Cornchandler, That your faid Orator C. for divers Years last past, did use and exercise e faid Trade of a Salesman in the faid County Middlefex, and also had several dealings and dings with divers Persons in several Counties thin the Realm of England, and Dominions ereof, whereby your Orator did gain to himfelf nsiderable profit and advantage, and a comtent maintenance for himfelf and Family, and ed very credibly in the reputation thereof. And ur Orator P. C. further sheweth unto your ood Lordship, that amongst such as your Orator alt with for Goods and Merchandizes for the rrying on his faid Trade, your Orator did parcularly deal with J. P. and R. M. Citizens and rapers of London, who furnished your Oracor th feveral Goods and Merchandizes, in their d way of Trade, and for which your Orator did y and fatisfie them, or for the greatest part ercof, after the fame were delivered unto your rator. And your faid Orator P. C. further shewunto your Good Lordship, that some time fore Michaelmas, which was in the Year of our Lord Lord One thousand fix hundred ninety and en the faid 7. P. and R. M. having by them in the faid way of Trade, feveral Pieces and Parcels Callicoes and other Manufactories called Flows Peelings; as they distinguish the same unto you Orator, and being minded to par with the fam they fent in the same unto your Orator withou any particular agreement made with them your Orator for the Rates and Prizes thereof And your Orator well hoped, that they would afterwards have applied themselves to your On tor to have agreed with your Orator for Prizes thereof, without troubling your On about the same with Suits in Law, or other h lestations for the same; Your Orator having all his dealings with them, precedent to fuch livery, very faithfully and honestly paid and tisfied the said F. P. and R. M. for what Good Merchandizes your Orator had bought of the and in a very friendly manner hath by him and others made frequent applications to the F. P. and R. M. to obtain the Accounts with yo Orator of fuch Monies as they had received your Orator, and to pay them what was, should be found justly due and owing to them, either of them from your Orator, which they fuch your Orators applications, did very quently promife to do accordingly, and Orator had his dependance thereon. But so it is, may it please your Good Lordship, the faid J. P. and R. H. combining and confi rating themselves together, and entring in Combination and Confederacy with diversorb and particularly with S. D. F. A. C. H. Elqui B.H. J.W. and R.W. Gent. and persons unknown to your Orators, whose Names when discover your Orator prays leave to infert their Names to this your Orator's Bill of Complaint, with m b

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ords to charge them with fuch their Combina n and Confederacy; They the faid J. P. and M. in pursuance of such their Combination leavouring and malitiously contriving the ruin your Orator and his Family, have refused to ne to an Account with your Orator P. C. for h Goods and Merchandizes as they have fold delivered unto your faid Orator, and for the nies they have received, for, and towards faction of the fame, but have unjustly caused r Orator P.C. to be Arrested and Prosecuted h heavy and oppressive Actions for the same, give out in Speeches, that forasmuch as your tor is not able to detend himself against such r proceedings, they will ruin your Orator, feize on all your Orator's Goods and Credits. for that purpose, and to the end the said federates may bring about and compass such defigns and evil machinations, they have n out in Speeches, that your faid Orator P. C. come a Bankrupt within the intent and true ning of the feveral Statutes made against krupts, fome, or one of them; and on fuch inds and Speeches as they have given out, by a false and fraudulent suggestion, that your Orator P. C. is indebted to them in great and derable Sums of Money, they have obtained your Lordship their Majesties Commission the Great Seal of England, (grounded on aid several Statutes made against Bankrupts) It your faid Orator, and under colour therey have prevailed with the faid F. A. C. H. J. W. and R. W. or some of them, Persons are nominated by your Lordship as Commissia therein, to affign unto them, or one of or some other in trust for them, or one of all your Orator's Books of Account, Notes, pts, Bills of Parcels, Bonds and several Papers of Accounts, Goods, Chattels and Perfor Estate, as well those which were in the possession of your Orator, as in trust for others: And your Orators had given possession of part of you Orator's House, and particularly the Goods Chattels of your Orator, H. P. pretending the to be your Orator P. C's and now profecute vo Orator H.P. in feveral Actions at Law for the fa Goods, and other Goods, pretending them all be the Goods of the faid P. C. Whereas they we knew, that your faid Orator P. C. had no inter or property, but a bare possession of the same, although the faid Goods and Chattels, wh they have so seized and possessed themselves by virtue of such Affignment from the faid C missioners be of a very great and consider value, the same being worth, to be fold, sen Hundred pounds; yet they to defeat and def your Orator of the same, give out in Spece that the same are of little or no value, and as will not pay or fatisfie fuch their malitious groundless Proceedings against your Oraco the charge and expence thereof, theatning only to expose the same to sale by virtute of their Authority, but they will also colled, compound, and gather in all the rest of Orator P. C's Effects, and will apply the far the charge of Executing fuch Commission; that they will not only charge the Person of Orator with their pretended Debts, but they so for ever disable your Orator from dealing trading again in any thing whereby he may Livelihood for himself and Family, and by their Oppressions they have caused your 0 to be committed Prisoner to the Fleet, where truth the faid Confederates do very well in Consciences know, that these their violent cett

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cedings against your Orator P. C. are very uninft, unrighteous and contrary to Equity, your faid Orator not being indebted to them, or either of them, but in a very small and inconsiderable Sum of Money, and fuch as is not within the compais, intent and true meaning of the faid fereral Statutes made concerning Bankrupts for the obtaining a Commission thereupon; nor is your Orator become a Bankrupt within the intent or meaning of them, or either of them; but the aid Commission hath been obtained from your Lordship by them the said Confederates or their Adherents upon evil and false surmises to your Lordship; your Orator P. C. not being indebted to them, or either of them upon a just and fair Account in more than the Sum of Fifty pounds, I what they give out in Speeches be true, or the Grounds and Pretences on which they have obained the faid Commission be examined (as in uffice and Equity they ought to be.) And forasnuch as fuch the Proceedings of the faid Confeerates cannot be staid or regulated, but by the aid and Affistance of your Lordship in this High nd Honourable Court; and if they be proceed. d in, will tend to the atter ruin of your Orator .C. and he is rendred remediless at the Comnon Law: To the end therefore that your Oraor may be relieved in all and fingular the faid remisses, and that the faid Commission of Bank. upt may be superseded upon a just and fair Acount to be made between your Orator P. C. nd the faid Confederates 7. P. and R. M. and all roccedings at Law against your faid Orator staid Il the stating and serling the said Account; and lat your Orators may have a true and just Acount of all the Books of Account, Notes, Reipts, Bills of Parcels, Bonds and all Papers of ecounts, Goods, Chattels, Rights and Credits, H 2

which they the faid Confederates have feized, received, had or taken by virtue of the faid Commission, or any Agreement or Proceedings thereon: And that the faid Confederates, F. A. C. H. B. H. J. W. and R. W. J. P. and R. M. may make restitution of the same unto your Orators, togewith a fatisfaction for fuch their undue, illegal and and unjust proceedings against your Orator P.C. as to the faid Commission and the proceedings thereon. And that the faid Confederates, to the end your Orator may be the better enabled to obtain a Supersedeas on the said Commission, may upon their Corporal Oaths fet forth and discover in what Sum or Sums of Money your Orator P.C. was bona fide indebted to them, or either of them at Michaelmas now last past, or at any time before their, or either of their fuing forth the faid Commission, and how, and for what the same became due or owing to them; and may also give a just and true Account of all such Monies as they, or either of them have at any time or times received of your Orator, and for what, and may come to a fair Account with your Orator; and that the faid 7. P. may fet forth and discover in what manner the faid last mentioned Goods came to your Orator, and the trut values thereof; and whether the same were no damnified Goods at the time they were so delle vered unto your Orator or his use, or what Contract or Agreement your Orator made with them or either of them for the same, and when; and that they may fet forth the date of the faid Com mission to obtained against your Orator P. C. and who are the Commissioners nominated in the same, and where they live, and by what Author rity they seized on your Orator's said Goods, at what fales and disposals they have made thered and to whom, and for what values; And the they

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they the faid Confederates may, upon their Oaths discover upon what Grounds or Facts they proceeded to make your Orator P. C. a Bankrupt within the faid Statutes, with the times of fuch Facts committed, and the natures thereof, and who are the Witnesses to the same, and where they live and may be found. And that the faid 7. P. may fet forth and discover whether he did not come to an Account with your Orator P. C's Wife for what Money was due and owing to him in the Year 1688. and whether your Orator P. C. together with B. H. did not jointly or feverally become bound in several Bonds to him the faid 7. P. for what was then due to him; and that he may fet forth in how many Bonds they, or either of them became bound unto him the faid J. P. and in what Sums of Money, and when payable; and if he hath not received all the Monies due on the faid Bonds; and that he may particularly answer, whether the first of the said Bonds became not due and payable in or about April 1688. or the latter end of March preceeding; and the last Bond payable in March or April in the Year 1689, or at any other time, and when: And that the faid Confederates may fet forth whether they, some, or one of them, or some other for their use, or with their privity, have not in their Cultody the faid feveral Bonds or Obligations, which they took at the time they feized on your Orator's faid Goods. And that the faid J. P. may fet forth whether he did not in or about March 1690, or at some other time come to your Orator P.C's Wife, and prevail with her to trade and deal further with him the faid P. And that he may fet forth, whether he did not on fuch prevailing with her, fend unto your Orator's Wife the leveral Calicoes and Peelings, for which he now pretends your faid Orator to be indebted to H 3

him, whithout any Bargain or Contract made for the Prices of the same, and whether he did not fend them in for good and found Goods, and fo charged the Prices thereof: And whether the faid P. or some Person or Persons, by his Order, did not cause the said Peelings to be dyed of several Colours after they came to his Hands or Cuftedy, or any, and what parcel of them; and may also fet forth the time or times when he fent in the fame to your Orator : And that he may fet forth and discover whether some Person from your Orator P. C. and on his behalf did not bring back to him the faid F. P. feveral Parcels of the faid Goods fo delivered and fent in, and complain that they were damaged Goods; and whether he did not refuse to receive the same, telling the faid Person who so brought them, that if your Orator's Wife would dispose thereof, he would allow for their damage, or to that effect: And that he may fet forth and discover, whether when your Orator defired him to come to an Account for the faid Goods, and to allow for the faid damaged Goods, he did not refuse the same; and threatned to ruin your faid Orator P. C. and his Family if he would not pay his own Rates for the Lid Goods; and whether he did, notwithstanding your Orator offered to come to fuch a fair Account, cause your Orator to be arrested and run into Prison for the same, refusing to accept of sufficient Bail on such Arrest, though the said P. at the time of your Orator's Arrest proffered w take either of the faid Persons bound for the Debt, but absolutely refused to take their Bail to the Ac count. And that the faid Defendant S. D. may ke forth, whether Twenty four shillings apiece for the faid flowred Peelings were the prices of damaged Goods, at the time when they were lent or delivered to your Orator C. or his Wife. And

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at the faid G. D. may fet forth and discover in nat Sum or Sums of Money your Orator P. C. s indebted to the faid R.M. in the beginning of ne, in the Year 1690. and for what, and what ods or Merchandizes the faid G. D. delivered your Orator on Account of or for the faid M. ore the foresaid Month of June 1690, and how came to have the knowledge thereof; and ether he was privy to the delivery, fale or ntract of, or for any Goods for which your faid ator became fo indebted to the faid M. And the may fet forth and discover what Goods he faid D. delivered to your Orator or his Wife, fent in to them, or either of them fince June. 90. and the particular times when, and the rticular of fuch Goods, and whether the fame ere so delivered on Credit, or paid for. And at the faid R. M. may fet forth and discover what Sum and Sums of Money your Orator P. was indebted unto him in the Month of June, 190. And what Goods your faid Orator or his ife have had fince that time, the times when, d the particulars of fuch Goods, and the prices ereof. And that the faid R. M. may fet forth d discover whether he did not inform your rator P. C's Wife, that the other Defendant P. formed him the faid Defendant M. that the faid wred Peelings were good and found Goods das they came to him the faid P. from beyond e Seas, and not Coloured, Dyed nor Damaged hen they were fent or delivered unto your rator. And that the faid S. D. may fet forth and cover what Money he the faid D. hath at any ne or times received of your Orator P. C. or his Wife since March, in the Year 1690. for the e of the faid 7. P. And that the faid S. D. may forth and discover what he knows touching e matters aforesaid in this your Orator's Bill, and H 4 may

may particularly answer to all the values of the faid last mentioned Goods, and the delivery there of, and what condition the faid Goods of the fai F. P. were in at the time of their delivery; an whether the fame were not damaged Goods, and in respect thereof of small value; And that a and every the faid Confederates may also s forth and discover what Books of Account, Notes Bonds, Receipts, Bills of Parcels or other Paper of Accounts have come to their, or either their Hands or Custody that belonged to you Orator, and in whose Custody they now an and may fet forth the Dates and Contents the of. And that your Orators may upon a full de covery of the whole matter charged in this you Orator's Bill, be relieved according to Equit May it please your Lordships to grant unto your Orators their Majesties most Gracious Write Writs of Subpana to be delivered to the faid E.A. C.H. B.H. J.W. R.W. J.P. R.M. G.D. and S. and fuch other of the Confederates, when dilo vered, thereby strictly charging and commanding them at a certain Day, and under a certain Pa therein to be limited, personally to be and pear before your Lordships in this High and Ho nourable Court, then, and there upon their veral and respective Corporal Oaths true Anim to make to all and fingular the Premisses. A that they the faid Confederates may abide for Order and Decree therein as to your Lordh shall feem meet and agreeable to Equity a Good Conscience. And your Orator shall en pray, ora.

Tho. Pudfey.

Charitan

26,3 (1729-25) 319

Charitable Uses.

aceptions taken to a Decree, made on an Inquisition mentioned therein, taken by Commissioners, pursuant to the Statute of 43 Eliz. concerning Charitable Uses.

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Xceptions taken by W. H. J. K. W.C. R. H. Gent. W. B. J. H. C. H. J. H. J. P. T. B. C. H. Sen. and W. H. Jun. to the Decree ted the 13th day of January, in the 15th Year the Reign of our Lord and Lady, William and lary by the Grace of God, of England, Scotland, unce and Ireland, King and Queen, Defenders the Faith, Oc. and which is mentioned to be ade at C. on the Inquisition therein mentioned, Sir C. H. Baronet. W. C. Doctor of Law, 7. C. d C. R. Doctors in Divinity, and G. W. Esq. L. Jun. T.D. Esq; T.D. and J. J. Gentlemen, ommissioners (amongst others) appointed to enire upon the Statute of Charitable Uses, made the Forty third Year of the Reign of Queen izabeth: By which said Decree the said Comffioners have Decreed, That the faid Excepats (the present Feoffees of the Lands and Heditaments, given and devised by the Last Will Testament of W. S. deceased, to, and for the es in the faid Will mentioned, with T. H. and 8. who are long fince dead, should within one onth, next after notice of the said Decree, ke a Deed of Feoffment, or Conveyance, of faid Lands and Premisses, to the fifteen Pers in the faid Decree named, whereof the bee named Commissioners G.W. W. L. and T. D. three; And that when the greatest number

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of them the faid New Feoffees are dead, the Survivors should make a New Feoffment of the faid Premisses to two such Persons, as they should choose, who should Enfeoff such others as should be named, and appointed to them by the Vicar of H. and the Owner of the Chauntrey Lands, for the Time being. And that these Exceptants, and the faid T. H. and J. B. deceased, should within one Month, next after notice of the faid Decree, pay unto the faid Persons named for New Feet fees, the Sum of Sevency pounds, thereby pretened to have been misimployed by the faid Exceptant, and the faid T. H. and F. B. and the Sum of Nine teen pounds nineteen shillings and five pence half peny remaining in their Hands. And that upon Receipt of the faid Money, Twenty pound should be laid up for a Stock; and for the reft of the Rents and Profits of the Premisses, then after to be received, the faid New Feoffees, for the Receiving thereof, should choose and appoint a Bailiff, on his fecurity to the new Feoffees, to make a true and just Account thereof unto them once a Year; And if he should not truly discharge his Office, then the faid New Feoffees should put him out, and choose another whom they hou approve of. And that these Exceptants, with the faid T. H. and J. B. at the time of the Feofmen to the New Feoffees should deliver unto the file New Feoffees all fuch Deeds, Writings and Book of Accounts, as belong to, or concern any of the faid Premisses; And that in every Lease hereal ter to be made of the faid Premisses, or any past thereof, by the Feoffees for the time being, that should be referved the true yearly value there And that no Leafe hereafter to be made of the Premisses, should be made but in Possession, and not to exceed One and twenty Years, after me king

g of the fame; as by the faid Decree may bear.
To which faid Decree the faid Exceptants do cept.

First Exception.

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t the Decree is founded upon a Suggestion, That the Exceptants (with others since dead) did Missimpley in general certain Monies received by them, in account of the Donor's Charity; without assigning in particular, wherein, or for what.

MIRST, For that the fatd Commissioners have thereby Adjudged, and Decreed that thefe Exants with the faid T. H. and J. B. who died at Three Years fince, should pay the said Setry pounds, thereby intended, in general, to nisimployed by these Exceptants, without shewing. fetting forth either in or by the faid Decree, or Inquisition therein mentioned, any thing in parlar, or any one particular wherein, or whereby fuch pretended Missimployment was, or is; and ich Suggestion of a Misimployment in general, thout assigning in particular wherein, or for what vas, neither can, or ought to be, any Ground, Variant for any fuch Decree, or to charge thefe plants; Neither can these Exceptants, or any fon, or Persons, against whom such Decree is, shall be made, make any Defence against, or e, or Acquir themselves, or Except against the ne; at least in particular, there being no orlar Head, or Item, whereon to make the fame; d whereon these Exceptants do Rely and Insist, (under favour) ought to be discharged of, and m the same, without any further Defence, or ception; Though they have really and truly laid

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Laid out, and expended, all the Monies they ever ceived on account of the faid W.S. his faid Cha Will and Devife, according to the faid Will, which, if requifite, they can fully make appear and which also doth, and will so appear by the Books of their Accounts thereof, which some the faid Commissioners, to whom they produced fame, or their Clerks, or A. S. Efq; that profes ted the faid Decree, to bring some of the Lan in his and his Tenants Occupation within the nefit of the faid Donors faid Will, which dother prefly Except and Exclude the fame, have hath in their, or one or their Hands and Custo and refuse to deliver the same to these Excepts whose Property, Evidence and Voucher the is. And there being no Misimployment, at le in particular appearing by the faid Decree to in these Exceptants, nor in truth was, these ceptants ought not to make any new Feofin thereof, at least until their number be reduced five, as the faid Donor by his Will, and the I cree, herein after mentioned, appointed.

Second Exception.

That this last Decree is as well contradictory in Donor's Will, as to a Decree made concerning Charity thereby given, 20 Jan. 1640.

The faid Exceptants also Except against faid Decree, for that as well the Donfaid Will appointed, as by a Decree heren (that is to say) on the Three and twentieth of January, in the Year of our Lord, 1640. I made on a Commission for Charitable Use the said Statute, by R.F. E.C. C.R. and J.T. return

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rned into, and remaining in this Court ereby it was decreed, That the old Feoffe and for the faid Donor's Gift, when their nber was reduced to five, should make a new ffment, and not before; as thereby may ap-And these Exceptants being twelve in all he not to have the faid Trust taken from them. faid Former Decree, as well as the faid Will ing so established the same, as aforesaid, and ich neither can, nor ought to be altered by a and Decree, on a Commission upon the faid tite for Charitable Uses; though now by this Decree fo fought for to be Decreed, as for the er things which were by the faid former Dedecreed, and which, if admitted, would be less, and introduce a way for one Decree to r a former on the same Statute, which ought to be done on a Commission for Charitable

Third Exception.

t the Exceptants are falsly charged by the last Deree, with having several Sums of Money in their lands, arising from the Revenue of the Donor's harity; when as they have laid out all but 191. &Cocoording to the Direction of the Decree made 1640.

HE said Exceptants do likewise Except against the said Decree, for that these Exants have none of the Money, or Revenues of said Lands and Tenements, given by the said hin their Hands, except the said 19 l. 19 s. and cb. but have said out the same, and, in manas all their Predecessors have done, ever

which found no fault therewith, nor was the any reason for them so to have done: And the said now last Decree hath decreed the sand the Exceptants to pay the said 70 l. when they have no part thereof in their Hands; and they had any, they humbly conceive, and are a vised, that so much thereof, as relates to Tarand Subsidies, is not within the said Statute; in ther ought the said last Decree to have made the of the said Commissioners to be New Feosses; it hath done.

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Fourth Exception.

That the last Decree is mentioned to be made at C. Jan. 1693. By seven Persons, one of whom was present, nor none of the Commissioners, that he Body of the Decree is mentioned to make the seven to join in the making thereof: And that other the said Commissioners that were present at Hearing and Debating of the Matters on which said Decree was made, did refuse to join in making of the same.

THE said Exceptants do also Except again the said Degree, for that it is thereby me tioned in and by the Body thereof to be made C. on the 13th day of January, 1693. by the Sir C. H. W. C. J. C. C. R. G. W. W. L. jan T. D. T. D. and J. J. Whereas it is only sign and sealed by the said Sir C. H. W. C. C. R. G. W. L. and T. D. and by the said Bishop of E. was well as many others of the said Commission that so signed and sealed the said Degree, who the present at C. aforesaid, on the said 13th said 13th

of January last past; And many others of the said Commissioners that heard, and were present at he hearing, and debating of the Matters on which the said Decree was made, declined, and refused to join in the making the said Decree; And many of those aforesaid that signed the same, were obtained by the Prosecutor or Prosecutors hereof, to sign the same singly, and after the said 14th day of January last past; And the said Lord Bishop of E. that so signed the same, as aforeaid, is none of the Commissioners, that by the Body of the said Decree, is named or mentioned, to make the same, or to join in the making hereos.

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Conclusion of the Exceptions.

Wherefore, and for the Reasons, and upon the Grounds aforesaid, these Exceptants to Except against the said last Decree; and humbly pray that the same may be Reversed and Discharged; And that the said New pretended reosses therein named, may upon Notice hereos appear in this Court, and Answer the Premisses; and shew Cause, if they can, why the said Decree should not be Reversed and Discharged.

Fam. Stedman

Answer

Answer to the Exceptions.

The Stile of the Respondents Answer.

HE Answer of A. S. Esquire, Respondent to the Exceptions taken by W. H. J. K. W.C. R. H. Gent. W. B. J. H. C. H. J. H. J. P. T. B. C. H. Senior, and W. H. Junior, to the Decree dated the 13th day of January in the fifth Year of their now Majesties Reign. made at C. on the Inquisition therein mentioned by Sir C. H. Baronet, W. C. Doctor of Laws, 7 C. and C.R. Doctors in Divinity, and G.W. Es W. L. Junior, T. D. Esquire, T. D. and J. J. Gent. Commissioners (amongst others) appointed to enquire upon the Statute of Charitable Ufes, made in the Three and fortieth Year of the Reign of Queen Elizabeth: By which Decree the faid Commissioners have Decreed, That the present Feoffees, in the faid Decree named, shall within one Month next after Notice of the faid Decree, make a Deca of Feoffment, or some other reasonable Convey. ance, as by Counfel shall be devised, of the Lands and Premisses in the faid Decree mentioned, unto G. W. and Fourteen other Persons in the faid Decree named, being all of them good Men, and free of Birth; Which faid New Feoffees shall stand, and be seized of the said Tenements and Premisses, to such Uses, Intents and Purposes, # are appointed by the Will of W. S. in the faid Decree named. And that when the greater part of the New Feoffees shall be dead, Those who furvive shall make a New Feoffment of the laid Lands and Tenements to two fuch Perfons as they shall choose, who shall Enseoff such others as shall be named and appointed to them by the Vical ent

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Vicar of H. and the Owner of the Chauntrey lands for the time being, as by the faid Will of he faid W. S. is directed. And also that the faid old Feoffees shall, within the like time of one Month next after Notice of the faid Decree, pay or cause to be paid unto the said New Feof hereby appointed, the Sum of 70 L by them mile pplied, as by the Jurors is found; And also the um of 191. 19 s. 4 d. ob. according to their own ccounts remaining in their Hands. And that pon the Receipt of the faid Sums of Money by he New Feoffees there shall be the Sum of 20 4 aid up for a Stock according to the direction of he faid Will, not to be expended, unless great ecessity required it: And for the rest of the ents and Profits of the faid Lands which hereher shall be yearly received, the faid Commissiners did further Order and Decree, that immeately after the Feofiments shall be made to the id New Feoffees, as aforefaid; That the faid ew Feoffees shall choose and appoint a Bailiff. Rent-gatherer to receive and gather the Rents. ues and Profits of the faid Premisses, who shall it in security to the said Feoffees to make a true d just Account once every Year, of the Rents d Monies by him to be received to the faid offees; And if the faid Bailiff, fo cholen, shall truly and faithfully discharge his Office, That in the faid Feoffees shall put him out, and cofe another, whom they shall approve of, to Bailiff in his stead. And it is surther decreed the faid Commissioners, that the faid Old Feees shall, at the time of the faid Feofinene de unto the said New Feoffees, as aforesaid, liver up unto the faid New Feoffees all fuch eds, Evidences, Writings and Books of Acunt, as belong to, or concern, any of the faid

Lands, Tenements and Premisses. And that h every Leafe thereafter to be made of the fill Melluage, or Tenement and Premises or any of them, by the faid Feoffees for the time being there shall be referved the true yearly value then And that no Leafe, thereafter to be maden the faid Premisses, shall be made but in possession and not to exceed 21 Years after the making of the fame : As by the faid Decree may appear. In this Respondent faith, That the faid Exceptants he the duly ferved with the faid Decree, under & this Honourable Court, did not perform h fame, but for Delay have put in Exceptions then

unto, which this Respondent hopes this Honor able Court will not Countenance, but will con der of Costs to be paid by the said Exceptanti respect thereof.

Answer to the first Exception.

ND as to the faid Exceptants first Exce taken to the faid Decree, this Respo latter, That the faid Exceptants being fumme to appear before the faid Commissioners, be the Inquisition was taken, upon which the Decree is grounded; and appearing, and hat produced their Books of Account touching Receipts, and employing of the Charity is faid Decree mentioned, and having delivered a Schedule in Writing of their Disburfing This Respondent did, on the behalf of the of H, and others concerned in the faid Ch except to feveral particular Sums in the faid count mentioned, as having been misapplied misimployed by the faid Exceptants, contra the Will of the faid W. S. the particulars whe amount to in the whole the Sum of 110 L 24 A The

and are fet down, and mentioned in the Schedule hereunto annexed, Intituled, the first Schedule : The faid particulars relating only to the Account of the faid Exceptants, for the feveral Years, from the 20th day of April 1689. And upon hearing of the faid Exceptants, and their Councel touching the faid Account, and the faid particular Irems in the faid Schedule hereunto annexed mentioned, touching which Items this Respondent did Object before the faid Commissioners, that those Sum had been misimployed by the hearing and examining the fame, were fatisfied, That the feveral Items, or Sums, in the other Schedule hereunto annexed, Intituled, the fecond Schedule, amounting to 70 1. 8 . 3 d. being part of the Items in the faid first Schedule mentioned, were misimployed by the faid Exceptants; And thereupon the Jurors impanelled, and fworn to enquire, and find the matter touching the faid Charity, did, after hearing the Evidence on both sides, find, upon view of the said Exceptants Books, and Confideration had of the aforesaid items. That the faid Trust was apparently broken. and that the faid Feoffees had within eight Years then last past, misimployed to l. of the said Mohies, contrary to the intent and meaning, of the aid Donor, being the Items and particulars in he faid fecond Schedule hereunto annexed, menioned. And the faid Jurors found, That for two fears then last past, the faid Exceptants had Let nd Demised the faid Estate at four pounds by the fear less than the value, and that over and above te faid 70 L misimployed, and the faid Estate so at fuch under-rent, as aforefaid, the faid Exeptants had, according to their own Accounts, emaining in their Hands at Michaelmas 1692.19,1 9 s. 5 d. ob. as by the faid Inquisition may appear.

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pear. And the faid Commissioners, having heard the faid Exceptants and their Councel touching the Premisses, did make such Decree. as aforefaid. But this Respondent is advised, and doth infift. That all the faid Items and Sums, in the faid first Schedule mentioned, were mising ployed by the faid Exceptants, contrary to the intent of the faid Donor, and the whole Sum of 110 l. 2 se 2 d. being the Amount of all the fail Items in the faid fecond Schedule mentioned ought to have been found by car faid Jurors, a misimployed by the faid Exceptants, and ough to have been Decreed by the faid Commissioner to be paid by the faid Exceptants, as also seven other Sums by them misimployed for divers Year before the faid 20th of April 1685. And this Refoondent humbly abides in the Judgment of this Honourable Court touching the fame, and humbly prays that the faid Exceptants may be charged with, and Decreed to pay the faid Sum of 110k 2 s. 2 d. and may also Account for such other Monies as by them have been misimployed for divers Years before the faid 2016 of April 1689 And this Respondent saith, That as touching the Sum of 6 l. by the faid Exceptants pretended w be paid yearly to a Woman for Teaching Chidren in H. it appears to be the more unjuly misimployed by the faid Exceptants; not only con trary to the intent of the faid Donor, but w that there is another Charity of 20 1. per Am given to maintain a Schoolmaster to teach Chil dren there; in which Charity three of the Exceptants, viz. R. H. J. H. and C. H. Seni are Trustees, but have also misimployed the Charity for divers Years; All which this Response dent humbly submits to the Judgment and con deration of this Lonourable Court. And this ! spondent is advised, That the said Exceptation havin

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Ann ch Chil having been fo heard by themselves and their Councel, both by the faid Commissioners and the faid Jurors, touching the Premisses, and the faid Jurors having found the matter, as aforefaid, the faid Commissioners had just Cause to make fuch Decree, as aforefaid; And that the fame is; for fo much as is Decreed, well made and grounded, without fetting forth the Particulars wherein or whereby the faid misimployment was made, otherwise than as aforesaid. And the said Inquifition being taken upon fuch Proceedings, as aforesaid, was, and is a sufficient Ground, or Warrant for such Decree to charge the said Exceptants, as this Respondent is advised. And if the faid Exceptants can justifie, That their employing the faid Monies by them received, and in their Accounts mentioned to be disburfed, was so disbursed according and pursuant to the intent of the faid Donor, They may thereby make a fufficient Defence, and free and acquir thenifelves, but not otherwise. And though the said Exceptants do pretend, That they have really and truly laid out and expended all the Monies they ever received on Account of the faid W. S. his faid Charity Will and Devise, and which as they pretend, they can, if requifite, fully make appear; and which, as they pretend, appears by the Book of their Accounts: Yet this Respondent saith, That the faid Lands were underlet 6 1. per Ann. less than they were formerly let for, and there was no reason for any Abatement; and in truth the several Items, in the Schedule hereunto annexed, mentioned, which are taken out of the faid Book, were not employed in the performance of the faid Charity, not according to the Will and Devise of the said W. S. the Donor. And the faid Jurors did upon good Ground, as this Respondent is advised, find the said Trust broken; and and that the faid Exceptants had misimpleyed roll of the faid Charity-money received by the faid Exceptants. And this Respondent doth acknowledge the faid Decree to have the Donor's Will performed, as near as may be, but not for any fuch finister intent, or purpose, as by the faid Exception is fuggefted. And this Respondent doth deny, that he, or any of the faid Commiff. oners, or their Clerks, have the faid Book of Accounts in their Hands or Cuftody; or that they refused to deliver the same to the said Exceptants But this Respondent doth Aver, That the faid Book, and all other the faid Exceptants Book produced before the faid Commissioners, were delivered by the faid Commissione's Clerk to to the Exceptant R. H. in this Respondent's fight. and presence. And it having been found, as a forefaid, That the faid Trust was broken, and that the faid 70 l. was misimployed, as aforefaid and fuch other Breach of Truft, as aforefaid, the faid Commissioners had good reason and ground, as this Respondent is advised, to Decree such New Feoffment, as aforefaid, to be made; and the faid Exceptants ought to have made the fame, notwithflanding their number is not yet reduced to five, a Breach of Trust appearing in the faid Trust ftees. And this Respondent doth believe, that T. H. and 7.B. died about the time in the faid Exception mentioned; But this Respondent insists, that the fame is not material to Invalidate the faid Decree

Answer to the second Exception.

A S to the faid Exceptant's fecond Exception taken to the faid Decree this Respondent faith, That the faid W. S. did by his Will direa, that after the death of Margaret his Wife, and of his Son W. M. the then Feoties, or some of them, by

y the Advisement and Request of the Vicar, and Chauntrey Priest in the faid Will mentioned. ould make a new Deed of Feoffment unto pelve honest, lawful and trusty Men, or more, eing of good Name and free of Birth, to be amed and chosen in the faid Town of H. or in ther Towns next adjoining to the fame, of, and all and fingular the Lands, Tenements and remisses, in the faid Will mentioned, with their opurtenances, to hold to them and their Heirs rever. And that he did further direct in and his faid Will, That at what time feven, or ore to the less number should be deceased. hey that were alive should make a Deed in Feemple of the faid Lands, Tenements and Preiffes with their Appurtenances unto two Priests; unto two other honest Men of good Faine, reemen born, with two Priests or two honest aymen, after peaceable Poffession, and Livery nd Seisin taken, should make a New Deed unto e fame Feoffors, and to others with them new hosen, being honest Men, Credible, of good ame, and Freemen born, To have and to ho'd them and their Affigns. And further willed, hat the Order by him made, and prescribed by is faid faid Will, should be observed, and kept ways from time to time; in choosing and naing new Feoffees, when the most part of the ld hould be deceased; And he further directed the faid Will, That the New-cholen Feoffees all always, first, and before they meddle with e faid Lands and Tenements with the Appurnances, give an Oath, and Corporally Iwear fore the Vicar and Chauntrey Priest of the Asimption, with the confent of the Elder Feoffees; hat they, and every of them, unto their Power, ithout Covin, Fraud or Deceit, shall keep and berve all the Contents of his faid Will; And I 4

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them, by that they, nor any of them, shall not Turn, Br. pend or Bestow any Issues, Profits, Rents, or Money arising, increasing, coming, or growing out of the faid Lands and Premiffes, to their own Uses or Profits: And that they for their time shall not lay to Pledge, Mortgage, or Alienan any Parcel or Portion of the fame, or any Thing thereto pertaining, as by the faid Will appeareth And this Respondent further faith, That he be lieves, that before the Year of our Lord 1640 great Abuses, and Misimployment had been made and done touching the faid Charity; And the there was a Degree made touching the fame, on or about the 23d day of January, 1640. as by the faid Exceptions is let forth: But it appears by the Record thereof, that the same was delivered in to this Honourable Court without any Commit fion: And this Respondent upon search find that Exceptions were taken and filed to that De cree, and that the same proceeded no further nor was the fame fince performed, as this Ro spondent believeth. But this Respondent find thereby, that it was ordered by the Perform named therein to be Commissioners, that when foever the greater part of the Feoffees are deal those who survive shall make new Feoffments of the faid Lands and Tenements to two fuch Porfons as they shall choose, who shall enfeoff such others as shall be named and appointed to then by the Vicar of H. for the time being and the prefent Owner of the Chauntrey Lands in H. 10 cording as is appointed by the faid Will: But the faid Order or Decree is misrecited in the six Exception, for it doth not Decree that the old Feoffees of, and for the faid Donor's Gift, when their number was reduced to five, should make new Feoffment, and not before, as this Respon dent believeth. But this Respondent saith, The Ex.

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e Commissioners for Charitable Uses, or this ourt, may, upon good reason appearing to em, either for breach of Trust, or for neglince of Feoffees in a Charity, or for misimployent of the Charity, all which in this Cafe to the id Commissioners and Jurors did appear, order w Feeffees to be appointed, and a new Feeffent to be made; And the Commissioners in the ecree against the said Exceptants have, for very od reasons appearing by the said Inquisition d Decree against the said Exceptants, ordered a w Feoffment to be made, which the faid Expeants ought to make, as this Respondent is adfed : And that there is nothing in the faid Will, the faid pretended former Decree, which doth can restrain the said new Commissioners from creeing the fame; And the like Decree may made hereafter if occasion be, and just cause pear for the same; and the same is so far from ing Inconvenient or Endless, that it is very nvenient that unfaithful Feoffees should from me to time he removed, and new Feoffees appinted, and a new Feoffment be decreed on a ommission for Charitable Uses, as the Case all happen. The standard being all made and more

An answer to the third Exception,

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S to the third Exception taken by the faid Exceptants to the said Decree: This Remondent saith, That it appears by the said Inquision and Decree, That the said Exceptants have simployed 70 l. of the said Charity Money, in a time in the said Decree mentioned, as is bette mentioned, and consequently they ought to charged therewith, as if they had the same in their

their Hands: And as to the faid Exceptants pretence. That they have laid out the faid Charin Money in manner as all their Predecellors have done, ever fince, and before the faid pretended first Decree was made, which, as is pretended found no fault therewith t This Refpondent fain. That he hopes this Honourable Court will no think it any good Julification for the faid Et. ceptants, that they have followed the Example of their Predecellers in breach of Trust and Mil imployment of the faid Charity Money, which if admitted, would let in a Colour to deftroy al Charities, and frostrate the intents of all Donn of Charities. But this Respondent doth no know what the faid Exceptants, their Predecesson, did in the Matter by the faid Exceptants alledged, nor doth believe they did fo, nor is he willing a rake into their Ashes, the matter in question at relating to them, or their doings, but to the proper Actions and Misapplications of the said is ceptants, for some of the time of their Manage ment of the faid Truft . And if the faid Commi fioners had inquired more backwards, this Re spondent is well affured much more Money would be found to be misapplied by the said Exceptant And as to the management of the faid Charity before the faid former Decree, it appears by the fame, That great Abuses and Missimployment of the faid Charity appeared to be made before the Commissioners named in that Decree, which buses the faid Exceptants would now have allow ed as Precedents or Examples for them to follow And this Respondent further faith, That the W.S. by his faid Will directs, That after the De cease of his Wife, her Son, and his only Heir him lawfully begotten, the residue of all the fues, Profits and Rents coming of the Premiffs

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what he had before willed to be disposed and the Feoffees should yearly receive of the iff in the faid Will mentioned, to the Relief. p and Profit of the faid Church of H. to the fit of the Commons of that Town and to other rks of Charity; And if any Taxes or Subfior any other Charge to be levied for the g's Grace, happen to be granted, and the Initants, or Dwellers of the faid Town of H. eafter at any time to be charged and onerate h payment of the same, then he Willed, That faid Feoffees lay out and distribute all fuch es paid to them by the faid Bailiff, remaining their Hands, to the Relief, Help and Bafeat of the Commons there, in paying the faid ces, and Subfidies (the Inhabitants and Dwelin the Manor of the Lord S. Prior of S. of Bow, of the Abbot of York, of the Michael lege, and of Queen's College in Cambridge, of the Manor of S. of H. aforesaid excepted. Out-taken.) And in case the said Commons Tenants be not charged with payment of the Taxes and Subfides, then he Willed, that the e residue of Rents remaining in the Hands of faid Feoffees at their Discretion to be disposed ong the poor People of the fame Parish in ritable Deeds. And this Respondent further h, That the faid Exceptants did not expend faid Will; but in the payment of their own tes charged, or chargeable upon their own ds, which Lands lie in fome of the Places ch are excepted, as aforefaid, and yet there fome Perfons within the faid Town, viz. the ari and one P. a Cottager, and another whose e this Respondent remembers not, who, as Respondent believes, had little or no benefit

of the faid Charity by payment of their Tar a appeared before the faid Commissioners. this Respondent doth insist. That the said Co missioners had power to enquire into the miss ployment of the faid Monies which were intended for the benefit of the poor Tenants, or People that Town, by the faid Will, but laid out by Exceptants for payment of their own Taxes. A the faid Will having appointed new Feoffees to chasen out of the faid Town, or the other Town next adjoining, the major part of the faid Co miffioners did appoint three of the Commiffion named in the faid Commission to be new Fee amongst others, which three were qualified cording to the appointment of the faid Will, being honest Gentlemen of sufficient Estates dwelling near to H. and not excluded from b Feoffees; either by the faid Will, or otherwise

Answer to the fourth Exception.

A S to the fourth Exception taken by the sexceptants to the said Decree, This is spondent saith, That he is advised, that the sis frivolous; For that though the said Decreed mention it to be made at C. by the Commission therein named, on the 13th day of January, so And the said Exceptants alledge that it was a signed and sealed by Sir C. H. and others in said Exception named, who (as is pretended) well as many others of the said Commission that so signed and sealed the said Decree, mot present at C. on that day; yet this Respondent saith, That the Inquisition was duly taken G. and it is not material whether all the Comsioners did sign the said Decree at C. or were

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there at that day; it being lawful for them. this Respondent is advised, to Sign and Seal fame any other day after, or at any other ce, if fatisfied in the Truth and Justice thereof. ore the Return of the Commission into this ourt; And there was a Draught of the Decree de at one Meeting of the Commissioners at C. d the same being agreed to by them, and Orred to be Ingroffed, and the fame being Ingrof-, it was afterwards duly figned and fealed by ofe Commissioners who are mentioned therein have figned and fealed the fame; and it is not terial where, or when they figned and fealed fame, as this Respondent is advised, so as the me was figned and fealed by four or more of em, before the Return thereof, and at, and afthe day in the faid Decree mentioned. And s Respondent denies, that any of the said mmissioners, that heard, or were present at hearing and debating of the Matters on which faid Decree was made, declined or refused join in the making of the faid Decree, to the owledge of this Respondent, or if they had, it materal, in regard a fufficient number of ommissioners did join in making of the fame. nd this Respondent denies, that any of the faid ommissioners that signed the said Decree were tained by this Respondent, who hath been ofecutor thereof, to fign the faid Decree fingly, after the 13th day of January last past, though, he had, he is advised, it is not material. And is Respondent saith, That the Lord Bishop of is named in the faid Commission, and heard Matter debated at C. at leveral days and meetgs often, and did fign the faid Decree, though is not named in the Body of the faid Decree have made the same, or to join in the making thereof : thereof; but by his figning thereof he joined the making thereof, and the same was made a figned by a sufficient number of Commissions besides the said Lord Bishop: And therefore Respondent abides in the Judgment of this hourable Court in the Premisses, and prays the said Decree may stand and be consistent with such Amendments as this Respondent he before mentioned, if this Honourable Court in the same meet; and that the said Exceptants a perform the same; and this Respondent a have his Costs.

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edy Stawell Widow Downger and Administration of Lord Stawell, Intituled to a Portion of 10000 L to beraifed out of a Term of Ninety nine Years out of divers of ber Fathers the Earl of Salisbury's Manors and Lands, becoming payable to her before ber Mariage, of which she received only 254 L and afterwards intermarrying with the Lord Stawell, who by Marriage-agreement was to fettle on ber an Annuity of 1500 l. per Annum, to be iffuing out of bis Lands, to commence immediately after his decease in lieu of Dower. And Several of ber Fathers the Earl of Salisbury's Lands, being by Act of Parliament vefted in Truftees, to be fold for payment of the faid Ladies, and other younger Childrens Portions; Trustees baving fold the same, and the Sum of \$277 1. 105. appointed to be paid by the Purchafer, as part of the faid Ladies Portion, but forbid by her Trustees to be paid to the Lord Stawell before be made fuch Marriage-fettlement; and the Lord Stawell dying before he did the same, and C. S. one of the Defendants pretending an Assignment of the Money from the Lord S. in bis life-time : The Lady exhibits this Bill against the Purchasor and Trustees for ber share of the Purchase-Money, and against C. S. the Assignee, and against Trustees of ber Father's Will for the residue of ber Portion waspaid, that they may account with her, and that the Money payable by the Purchafor and Trustees may be paid ber in ber own right.

S. Widow Dowager of the Right Honourable John Lord S. lately deceased inteate, and also Administratrix of the Goods, Chattels,

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Chattels, Rights and Credits by virtue of Len of Administration to her committed by the Pre rogative Court of Canterbury, as by the faid La ters of Administration, ready to be produced this Honourable Court, more clearly may appear That your Oratrix by virgue of the Will and Sa elements of her late Father, James Earl of S. de ceased is intituled to the Portion of 10000 !! be paid at her Age of eighteen years or day Marriage, which should first happen; which Por tion was to be raifed out of one or more Ten of ninety nine years, of and in divers Mano Messuages, Lands, Tenements and Hereditamen limited by the faid Earl for that purpofe. A your Oratrix further sheweth, That before faid Marriage, your Oratrix, attained her fi Age of eighteen years, and received the Sum 254 1. in part of her faid Portion. And thele John Lord S. being acquainted that your Oran was well intituled to the faid Portion, and the the same was become due and payable, and so secured, as aforesaid. He the said 7. Lord & a tred into a treaty with your Oratrix's Friends Relations for a Marriage to be had between and your Oratrix, and in confideration of faid Portion and Marriage did policively agree fettle and affure your Oratrix for her Life a year ly payment or Rent-charge of 1500 l, a year be iffuing out of all or a fufficient part of Manors, Lands, Tenements and Hereditams in the Counties of D. S. and W. and elfewhere the Kingdom of England; or otherwise to se and affure to, or for your Orarix's benefit, yearly payment or Rent-charge of 1000 l. 2 ye for her Life, the fame to commence immediate after the death of the faid Lord S. and to be bar and full fatisfaction of all Dower and Th which your Oratrix might claim out of any of Pre-La do o o casa do o c

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d Manors, Lands, Tenements or Hereditaments. nd your Oratrix further sheweth, That your Orix accepted of the faid Agreement, and trud to, and depended upon a just performance ereof, and thereupon did intermarry with the d J. Lord S. on or about the 26th day of April, hich was in the year of our Lord 1691, and the J. Lord S. did several times after his said rriage promise, and declare that he would tle the faid Rent-charge of 1500 l. a year upon or Oratrix accordingly. And your Oratrix's ends fometimes preffing him therein, he dered it would be no prejudice to your Oratrix he died before he should settle the same, for t your Oratrix would in such case be intituled Dower out of his said Estate, which Dower uld be more valuable to your Oratrix than the Rent-charge; nevertheless he the said 7. Lord was preparing, as he pretended, to fettle the e, and had given Directions to Council for purpose, and the Trustees for raising your trix's Portion: And also the most Reverend ner in God, John Lord Archbishop of Canter-, and others who were Overfeers of the Will our Oratrix's faid Father, and the Right Horable the Counters of B. who was your Oras Guardian by the Will of her said Father, or some of them did several times give noor cause notice to be given to the said John d S. That he should not receive your Oras Portion, until he had made a Settlement n your Oratrix in lieu thereof, according to Agreement and frequent promiles for that ofe. And the faid Lord S. was content, and gree not to receive the faid Portion until Settlement should be made. And your Orafurther sheweth, That for the more speedy ng of the faid Portion, and other the Portions

ons of your Oratrix's Brothers and Sifters, and payment of the Legacies and Debts of the fail late Earl, an Act of Parliament was made in this present Parliament, Intituled, An All for the better securing the Portions, Debts and Legacies p ven and owing by James late Earl of Salisbur By which Act the Manor and Scite of t Manor of Andrews with the Appurtenance and divers Messuages, Lands, Tenements Hereditaments in Chestbunt in the County Hertford, and divers other Manors, Meffuses Lands, Tenements and Hereditaments of re great value are vested and settled in Sir W. Baronet, S. P. Esquire, E.S. and J. F. Gentleme and their Heirs in trust by fale thereof, forther to raise the said Portions, Debts and Legad and particularly the Sum of 9745 L 17 s. 641 full for your Oratrix's Portion: And the Trustees appointed by the said A& of Parliama in pursuance of their Trust, have lately fold u Sir Edward D. Knight and his Heirs, the faid nors, Lands and Hereditaments in Chefthum the price of 17500 1. which Purchase Money faid Trustees did distribute and appoint the Sir E.D. to pay as followeth; (that is to fay) the faid Lord Bishop 332 L 10 s. in full of Legacy, 5277 l. 10 s. in part of your Oran Portion, 6440 l. to your Oratrix's Brother, M Cecill, in full of his Portion, and 4950 l. th William Forrester, being all that remained un of his Ladies Portion, who was your Ora Sifter. And the faid Sir E. D. his Purch Money being fo distributed and appointed was so inserted and expressed in the Convey of the faid Premisses in Chestburt to Sir E.D. at the Instance and Advice of his Council faid Lord Archbishop, Lord S. Robert Cedl, Sir W. F. were made Parties to the faid Con

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nces, to the intent that they might therein acmowledge the Receipt of the Purchase-Money distributed amongst them. But the faid Trustees id never intend that the faid Sir E. D. should aually pay the faid Sum of 5277 % 10 s. to the id Lord S. until he should make a Settlement on our Oratrix according to his Agreement and romifes, as aforefaid; and they the faid Truees, or some of them, or your Oratrix's Brother e Earl of Salisbury, did charge and direct the d Sir E. D. and his Scriveners Mr. T. E. and F. who transacted the said Purchase for him, and epared and ingroffed the Conveyances thereof, at they should not pay the said 5277 1. 10 s. of y part thereof unto the faid J. Lord S. until he suld give the faid Trustees or Earl, or some of em satisfaction touching the said Settlement. d told the faid Sir E. D. and his faid Scriveners, t they should make use of that opportunity to vail with the Lord S. to make the faid Settlent. And the faid Sir E. and his faid Scriveners promife and agree, that they would not pay faid Money to the faid Lord S. without the ity and confent of the faid Truffees or Earl, or e of them: And the faid Trustees and Overs, or your Oratrix's said Brother the Earl of sbury, did declare to the said Sir E. and his veners, that they would before that time have the faid Lord S. in this Honourable Court, to compelled him to have made the faid Settlet (and so in truth they would) but that his lege of Parliament obstructed it; and that fore if upon tender of the faid Money by aid Sir E. he the Lord S. should have refused ve made the faid Settlement, they would im to fue for the faid Money in this Honour-Court, whereby this Court might the better it in their Power to compel him to make K 2

fuch Settlement before he received the faid Mo. ney. And your Oratrix further sheweth, that the faid J. Lord S. in the Month of November laft fell Sick, and in the space of fix Days after died, but his Sickness was not looked upon as mortal till a bout two Days before his death, and then he was fo much difordered with his Sickness, that it was not thought fit to trouble him with any discourt of his Affairs and Buliness, and the said 7. Lords died of that Sickness on or about the last day of November laft, having Iffue only A. S. his Daugh ter and Heir, who is not yet one year old. Where upon your Oratrix, who was a Stranger to is Affairs, did in the presence of several of his Ro lations cause search to be made in his Scrutoread little Trunk, and all other likely places in the House in Arlington-street, near St. James's, when he died, to fee if any Will of the faid Lord could be found. And finding none, your Orati did cause enquiry to be made of N. R. Esquis who was his Council or Agent in all his Affai whether he knew of any Will of the faid Lord and the faid Mr. R. affured your Oratrix and Friends, that the faid Lord fince his Mania with your Oratrix, and long before his death, ordered him the faid Mr. R. to Cancel a W which the faid Lord S. had made before his M riage with your Oratrix, and had given him structions for drawing another; and that at dingly, the faid Will was long fince cancel and that the faid fudden Sickness and Dean the faid Lord S. had prevented him from prepar and presenting to his Lordship another Will cording to the faid Instructions, and he fail was fure his Lordship died Intestate, and fore advised your Oratrix to take out Lens Administration. And your Oratrix for for satisfaction caused a Scrutore or Cabinet d

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faid Lord S. to be fent up to London out of the Country, wherein she apprehended the Lord 8. used to keep Writings of great Concern; and when the same was brought to the said House in Arlington-street, your Oratrix caused the same to be opened in the presence of divers of his Relations, but no Will could be found therein; fo that for any thing your Oratrix yet knoweth or loth appear, the faid Lord S. died Intestate, and therefore your Oratrix hath obtained Letters of Administration out of the Prerogative Court of Canterbury, bearing Date the 20th Day of Decemer. 1692. to be granted to her of all the Goods, Chattels, Rights and Credits of her faid Husband 7. Lord S. and thereby in case the said Lord S. had any right to the faid 5277 1. 10 s. due from the faid Sir Edw. D. or to the remainder of your Oratrix's faid Portion, your Oratrix is well intituled in Law to receive the fame as part of his Affets. But your Oratrix is advised, and doth insist that the faid 5277 1. 10 s. and the faid remainder of her Portion, being 4372 l. 10 s. are due to her in her own Right, and ought to be paid to her; and retained by her to her own use, your Oratrix being willing that the same shall go and be in part of fatisfaction to her for the faid Rent charge of 1500 l. per Annum, which ought to have been settled upon her; and your Oratrix hath caused Demands to be made on her behalf of the faid 5277 l. 10 s from the faid Sir E. D. and of the faid 4372 L 10s. from the faid Trustees; and well hoped that the faid Sums of Money would have been paid to her accordingly. But fo it is, may it please your Lordship, that the said Sir E. D. and the faid Trustees do refuse to pay the said Monies, pretending that the faid Lord S. did in his Lifetime make some Assignments or Appointments of the faid Money to some of the Confederates K 3 herein

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herein after named; and the truth is, your Oratrix hath discovered since the death of the said Lords. that there was a Delign and Confederacy carried on in the Life-time of the faid Lord S. by, and be tween C. S. of London, Goldsmith, and S. his Son. E. S. Efquire, and the faid N. R. T. E. J. W. and divers other Persons as yet unknown to your O. ratrix (whose Names when discovered, your Oratrix prays may be made Parties to this Bill, with apt words to charge them) to deprive your Oratrix of the faid Sums of Money fo due to her from the faid E. D. and the faid Truftees, as a foresaid. And for that purpose the said Conse derates do pretend, that the faid 7. Lord S. hath received and borrowed of the faid C. S. E. S. and N. R. or of other Perfons for whom they aded or were intrufted, divers great Sums of Money, for fecuring whereof, as they pretend, the faid Lord S. hath made one or more Letters of Attorney, Notes, Deeds or Writings, whereby, as they pretend, the faid Money due from the faid Sir ED. and the faid Trustees, or some part thereof are affigned or appointed to be paid unto them, or one of them, or some other Persons in trust for them, or for whom they act or are intrusted. And they do infift more especially, that the faid \$277 l. 101. due from the faid Sir E. D. was become the proper Monies of the faid J. Lord S. and in his power to affign the same, for that, as they pretend, the same Lord S. did actually feal and execute the faid Conveyances to the faid Sir E. D. and did fign a Receipt for the faid Money, indorfed upon the faid Conveyances; whereas in case the said Lord S. did make any fuch Affignment or Appointment of the faid Money, the fame amounted to no more than only a Letter of Attorney, and determined by his death, and none but your Oratrix is legally intituled to receive the fame, or to discharge Scharge the faid Sir E. D. and the Trustees there-And in case the said Lord S. did seal the said conveyances, or fign any Receipt for the faid loney due from the faid Sir E. D. the same was the time of his Sickness, some few days before died, and it was by the contrivance of the faid Ir. R. C. S. J. W. and T. E. who all knew, had eard or been informed before they obtained the me, that the faid Trustees and the said Earl of liber, or some of them had charged and direed the faid Sir E. D. T. E. and J. W. not to pay he faid \$277 %. 10 s. or any part thereof until the id Trustees and Earl were fatisfied touching the id Settlement; and they all knew and heard or ave been informed likewise that the said Trustees nd Earl or some of them had said and declared. at they would make use of that opportunity to revail with the Lord S. to compel him to make Settlement on your faid Oratrix, but that his prilege of Parliament obstructed it; and therefore bey would put him to fue for the faid Money, at they might the better obtain a Settlement for our Oratrix. And they all knew also, and had eard or been informed, that the faid Sir E. D. E. and J. W. some or one of them had promied and agreed, that they would not pay the faid loney to the faid Lord S. without the privity nd content of the faid Trustees or Earl, or some them. And the truth is, the said Conveyanto the faid Sir E. D. were excuted by the faid arland Truftees long before any of the faid Purbale-mony was paid (that is to fay) in or about e Month of May last; and it hapning that the id Earl of Salisbury, the same, or the next day as committed to the Tower upon falle Accusaon, the faid Sir E. D. refused to pay any part of he faid Purchase-money, and thereupon a Suit as commenced against him in this Honourable K 4 Court

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Court by the faid R. C. Esquire, and Sir W. F. to compel him to pay their shares thereof, or elle w reconvey the faid Premisses to the said Trustes. and quit the faid Purchase: And the faid Earl be ing afterwards bailed upon fecurity to appear the last Michaelmas Term at the King's Bench Bar, did accordingly appear in the faid Court, but by the course of the faid Court could not be finally di charged till the last day of the said Term, altho it manifestly appeared that he was fally accused by a perjured Villain that had forged his Hand and was indicted for the faid Perjury, and tob tried for the same at the Bar of the said Coun: And the faid Earl being at last finally discharged the faid Sir E. D. then feemed willing to proceed in the Purchase, and to pay the said Purchase Money. But the faid Earl of Salisbury, who's intituled to the surplus of the said Trust-estated infift, that the faid Sir E. D. ought to pay intend for all the faid Purchase-Money from the time of the faid Earls executing of the faid Conveyance until the faid Purchase-Money should be actually paid; and the faid Dispute touching the Interd continued till after the death of J. Lord S. in then the said Sir E. D. did submit to pay Interes to the faid Earl for all the faid Purchase-Money, in all the faid time fince the executing the faid Con veyances, except the first Fortnight or thereabout And the whole interest being then computed for the faid time, the faid Earl upon the whole manu thought fit to abate him 50 L out of the whole and thereupon the faid Sir E.D. paid the refidued the faid Interest to the faid Earl. And your On trix chargeth, that notwithstanding the said Con veyances were executed by the faid Earl and Trustees in May last, yet in regard the faid & E. D. refused to perfect the said Purchase, and pay the faid Purchase-Money, the said R. C. and

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Sir W. M. would not accept of the faid Sir E. D. for their Pay-mafter, and discharge the faid Trustestate, and therefore by their Bill in this Court prayed, that their Portions might be fatisfied out of the faid Trust-estate. And in truth the faid Conveyances remained deposited in the Hands of he faid J. W. and T. E. in truft, and for the benefit of all Parties concerned, and to be deliverd out, either to the faid Sir E. or to the faid Earl; and the faid Trustees according as the faid ir E. D. the faid Earl, and the faid Trustees should fterwards agree amongst themselves; and some hort time after the faid Sir E. D. had first refused o pay the faid Purchase-Money, there was a neeting at the House of Sir A. K. of all or most f the Parties concerned (that is to fay) there vere then prefent the faid Lord Bishop, R. . Esquire, Sir W. M. Sir E. D. and his Son; the id E. S. and J. F. and the faid J. W. and lso Council for the said Earl and Trustees, and or the faid Sir E. D. At which meeting, after full ebate of all the matters, the Council for the faid ir B. D. did positively advise him not to pay the aid Purchase money; the particular accusation whereupon the faid Earl was committed) being hen not known; and although the particulars nd falseness of the accusation were shortly afterards known to the faid Sir E. D. yet he was fo rupulous, that he would not pay the faid Purhafe-money till the faid Earl was finally dischared as aforefaid. At which meeting at Sir A. K's, being proposed that the Purchase-money should e deposited in a third Hand until the said arl should be discharged, or else lent out to the achequer; none of the faid Parties would agree either of the said Proposals, in regard none of hem were willing to fland to the hazard thereof. and thereupon the faid Trustees, and their Counat that time pressed the said Sir E. D. to quit

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the faid Purchase, and reconvey the Estate, for that there were feveral other Persons that were defirous to buy the fame, and give as much ormore money for it, notwithstanding the faid Earl lay under fuch Acculation and Imprisonment. And the faid Sir E. neither accepting or refusing that Offer, he was then told that a Bill should be forthwith filed against him in this Court to compel him either to proceed in, or quit the faid Purchafe! and accordingly the faid Bill was prefently after. wards filed, and Process of Subpena served upon him to answer the same, and he appeared there unto, and took out a Copy of the faid Bill, and an Attachment issued against him for not answer ing the same; and he was several times rold by the faid E.S. and J. F. or one of them, that he should be Arrested thereupon; and the faid Sir E. D. dd so far decline the said Purchase, that although he had taken Goldsmiths Notes, payable to the said Parties to whom the faid Money was appointed to be paid, with intent to deliver the fame as payment upon executing of the faid Conveyance, yet immediately upon the faid Earls Imprisonment, he delivered up the faid Notes to the Goldmiths and took Notes for the same Money payable to himself; and afterwards drew out, used and diposed of the said Money, or part thereof for other purposes; and the said Sir E. D. did not afterward take Goldsmiths Notes payable to the faid person who were to share his Purchase Money, until the day, or a few days before that he and the faid but ended the faid Dispute about Interest at Salaton bouse, and the Lord Stawell died the Morning of that Day. On which day, being the 20th of Ne vember last, the said Sir E. D. then paid the said R. C. Esquire, and Sir W. M. their proportions of the faid Purchase-money, by delivering to the Goldsmiths Notes payable to themselves; and also

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then either gave his own or Goldsmiths Notes r the faid Money due to the faid Lord Bishop, d the faid Interest due to the faid Earl; and ereupon the faid Mr. Cecill and Sir W. F. did ecute the faid Conveyances; and then, and not fore, the faid Earl and E. S. and J. F. did aee, that the faid Conveyances should be delired to the faid Sir E. D. and the faid Sir E. D. thereupon execute a Counter-part thereof to em. And the faid Sir E. D. directed the faid . W. to carry the faid Conveyances the next to Lambeth to be executed by his Grace of sterbury, and to take his Graces Receipt for his re of the faid Purchase-Money. And your Ofurther chargeth, That from the time the faid nveyances were executed in May last, until 20th day of November, neither the faid Earl, the faid Truftees had ever feen or perufed fame, but depended upon the faid Mr. W. and . E. that they had fafely kept the fame. But fame being then produced at Salisbury-House, the faid Mr. Cecill and Sir W. F. to execute ; vas observed that the said Lord S. had executed fame, and had subscribed a Receipt indorsed reupon for the faid 5277 1. 10 s. and it was n intimated by the faid Mr. W. as if the faid d S. had affigned the same Money to Mr. C. S. some other Person. And the said Sir E.D. reupon asking the faid Earl and the faid E. S. 7. F. what he should do with the faid \$277 1. and to whom he should pay the same, they did forbid him to pay the same to the said ds. and told him, that it being part of your trix's faid Portion, the had a right to retain lame in regard there was no Settlement made he faid her; and in case the said Mr. W. or his Partrions d were prevailed upon by the faid Mr.R. and C.S. to the try, fend or produce the faid Conveyance to and allo

the faid Lord S. to be executed, and for him to fign a Receipt thereupon, it was a breach of Truff in them, and was without the privity, knowledge or confent of the faid Sir E. D. the Earl of Salisbur or the faid Truftees who intrufted them with the custody of the faid Conveyances; and the faid C S. and the faid Mr. R. having private intimation from the faid Mr. W. and the faid Sir E. D. from time to time how the faid Purchase proceeded and what likelihood there was of accomodating the faid Disputes relating thereunto, they often pressed the said Sir E. D. to pay the said Money to them, or to the Lord S. or to his Order, and offered him great abatement and allowance gratuity, if he would pay the same; but he being fearful of trouble, refused them, and thereupon they applied themselves to the said Mr. W. and his Parener, and prevailed with them to produce the faid Deed for the faid Lord S. to execute, a aforefaid; and they now hope and pretend the the property of the Money is so far altered, asth your Oratrix is deprived of her equity of relien the fame; whereas by the faid Act of Parliament faid Earl and Truffees had time to pay your Oram faid Portion until Christmas last: And althou mentioned in the faid Conveyance, that the Th stees do thereby appoint the said 5277 1, 101.00 paid to the faid Lord S. as part thereof, yet fame was no fuch fixt appointment, but that the Truftees might have altered the same, especia when the faid Sir E. totally refused to comply any of the faid appointments until after the deat the faid Lord S. And the truth is, and the faid E. and Mr. W. do very well know, and the Mr. R. and Mr. S. have been informed that faid Earl and the faid E. S. and J. F. did en vour as much as might be to keep it private in the faid Lord S. and Mr. R. that they had point

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ointed any part of the faid Purchase-Money to e paid to the faid Lord S. and therefore he was or defired to meet at the faid Sir A. K's but the id Sir E. D. and Mr. W. do well know that it as then, and at several other times debated and onfidered how the faid Lord S. might be prevend from receiving any part of the faid Portion nless he made a Settlement; neither in truth can ny of the faid Transactions prejudice the Oriinal Right and Equity which your Oratrix had or having and retaining her faid Portion towards ecompence and fatisfaction of the faid Settlenent, which the faid Lord S. before Marriage areed to make upon her, especially your Oratrix, uring all the faid Transactions, being under Coerture and in Minority; your Oratrix not ataining her Age of One and twenty Years, until bout the time of the death of the faid Lord S. and the hardship is the greater upon your Orarix, for that fince the death of the faid Lord S. it now appears impossible that your Oratrix should have her Rent-charge of 1500 % a Year out of he said Lord S. his Estate, not only for that his Daughter and Heir, the faid A. S. is under Age. but also for that the said Estate is greatly incumbred with Mortgages, and otherwise, and confifts thiefly upon Reversions, upon Leases for Lives. and fometimes also the Friends and Relations of your Oratrix's faid Daughter Ann S. and also of William now Lord S. who is about the Age of feven Years, and Brother to E. S. Esquire, who is about the Age of Five years, or some of the Friends and Relations of the faid Lord William and Edw. on their behalfs pretend, that the faid agreement for a Rent-charge of 1500 L a Year of your Oratrix, is not a sufficient Agreement in the Law to bind the Inheritance of the faid three Infants; and that your Oratrix's demand also of retaining

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the faid Portion is to their prejudice, and that the faid Portion ought to go as part of the Persons Estate of the said Lord S. she the said Infant 41 being intituled to two third parts of the furplin of the faid Lord S. his Personal Estate. And al the faid Infants having, as is pretended, a right in Equity to have all the faid Personal Estate a plied to difmember the Real Estate of the faid? Lord S. the Inheritance whereof is discended to the faid A. S. as his Heir at Law, fave only to the Manors and Lands in G. in the County of & which are incumbred with a Mortgage for 6000l And otherwise they the said William Lord S. and E. S. do pretend, that the Inheritance and Right of Redemption thereof doth belong to them. And in regard your Oratrix's faid Demands may be to the prejudice of your Oratrix's faid Daughter, and to the leffning her Interest in the said Lord & his Real and Personal Estate; and also may be to the prejudice of the faid W. Lord S. and E. S. if any such right they have, as aforesaid, your Oram humbly prays that this Honourable Court will affign a Guardian for all the faid Infants in the Suit to defend their Rights. And your Orang further chargeth, that as to the demands of the faid C. S. E. S. and N. R. that the faid Lord S. wa not really indebted to them at the time of his de cease, or at the least not in any considerable Sun of Money; and whatfoever is due to them, the fame stands secured by one or more Recognizate ces, Bonds or Judgments in great Penalties. And in case they have any Assignment of the said \$277 l. 10 s. or any part thereof, or of the fall remaining part of your Oratrix's faid Portion, they did not advance any new Money thereupon and were told, and did apprehend that they would be hindred from receiving the same; and they knew that the faid Conveyances were so deposited

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with the faid T. E. and J. W. for the Purpoles, and mon the Occasions herein before fer forth; and hat your Oratrix's Friends would difpute ayment thereof. And as to the faid Mr. Shelden. e did not deal with the faid Lord himself, or if e did, he had, or was to have some extraordiary advantage thereby, in respect of some Barain or Hazard, or elle he knowing that the faid ord 8. was much incumbred, and having Cash n the faid C. S. his Hands, he fuffered the faid C. to lend the fame, and the faid C. S. agreed. hat all the Securities which he had from the ord S. should be a security to the faid Mr. Sheln for his Money which he fo lent; and he faid C. S. is likewile answerable to the faid Mr. belder for the same Money, and hath promised make it good to him. Besides which, the said 8. being a Goldsmith, hath Silver Trencherates, and other pieces of Plate, and divers Jewels, nd other things of value which belong to the faid ord S. in his Cuftody, and being a Cashier or anker, great Sums of Money were received and aid in by him on account of the faid Lord S. nd there were great Dealings, and Transactions nd Bargains between him and the faid N. R. and Lord S. particularly touching the Place or Pros of the Office of Water-Bailiff in London, and vers Debts and Portions due to Orphans of the ity of London, and others from the Chamber or hamberlain of the faid City of London, or from e Corporation of the faid City. And divers rants, Affignments and Contracts were made y, to and with the faid C. S. and N. R. or one them, for and concerning fuch Debrs: And so for, and concerning the said Office and Pros of Water-Bailiff, and concerning divers other latters. All which Grants, Affignments and Con-

Contracts were fo made by them in trust for the faid Lord S. and on his account; and what Money was paid in pursuance, or as the consideration thereof, was really the proper Money of the fail Lord S. and on his account, or else they did a gree to be Partners, or go some share with the faid 7. Lord S. in those Bargains; but never paid their Proportions of Money which they ought to pay on those accounts. And the said Mr. R. allo received and had in his Hands divers great Sum of Money, pieces of Plate, Jewels and other things of great value which did belong to the fail 7. Lord S. which he fomerimes pretends were given him; But in truth he is accountable for the same, and he hath, or had also diver Counterparts and Copies of Mortgages, Defazances and other Securities entred into by the faid 7. Lord S. and divers Articles, Assignment, Contracts and other Papers and Writings belong ing to the faid 7. Lord S. all which he ought to deliver to your Oratrix; and he having been in trusted by the said 7. Lord S. in all his Affairs, Bugains and Dealings; and your Oratrix being # utter stranger thereunto, he ought to discover the same to your Oratrix, and to set forth all the Debts, Claims and Demands according to best of his knowledge and information which any Person or Persons had, or could claim hou or against the said F. Lord S. at his decease, a now hath or can claim against your Oratrix Administratrix of the said J. Lord S. and for wh with whom, and when, and by and upon wh Securities, Covenants and Agreements, and ho much is really due thereupon. And the faid M R. doth also well know, and hath been inform that many Persons had received great Sums Money belonging to the faid 7. Lord S. and we

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therwife indebred and accountable to him at ne time of his decease, or had entred into several ovenants, Contracts or Agreements with the d Lord S. which were, or were pretended or peded to be for the benefit of his Lordship; t the Names and Habitations of all those Perns, and all other the faid particulars concerning ent he dork refuse to discover. And your Otrix further chargesh, that the faid T. E. and 7. had leveral dealings with the Lord S. either on half of themselves or some of their Clients; d they or the faid Clients do pretend, that the 17. Lord S., was at the time of his death inoted or accountable to them or fome of them; ereas in truth they were indebted and accounte to the said J. Lord S. But so it is, that all faid Confederates do refuse to make any disery of the Premisses to your Oratrix, or to duce their own Books of Accounts, or any he Securities, Deeds, Writings, Notes, Copies Papers relating to the Premisses herein before forth. All which they ought to do, for that reby and upon their discovery upon Oath it appear, that all their pretended demands are fied, and that they are really indebted and puntable to your Oratrix as Administratrix to faid 7. Lord S. in divers great Sums of Money. which their dealings and pretences are against ity and Conscience, and your Oratrix is proy to have relief in this Honourable Court in the Premisses of your Oratrix's Bill. And Oratrix's Witnesses who could make proof he Premisses being either dead or in remote beyond the Seas, so that your Oratrix canhave the benefit of their Testimonies. To the therefore that the faid Trustees Sir W. B. S. P. and J. F. and the faid Sir E. D. N. R. C. S.

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and S. E. Sheldon, T. E. and J. F. and other the faid Confederates when discovered, may true a fwer make to all and every the Premiles of the your Oratrix's Bill, as fully and particularly a the fame were here again repeated and interro ted: And particularly whether all the circu frances and transactions relating to your Oranic faid Portion, and the faid Money payable Sir E. D. are not fuch as are herein let forth how otherwise. And that the Money pays by Sir E. D. and the faid Truftees may be po ble to your Oratrix in her own right; and m account with your Oratrix in the Premises, pay unto your Oratrix what shall appear du her from them on fuch account, and that y Oratrix may be fully relieved against them in Premisses according to Equity and Justice. M it plezse, &c. Partie A.

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intiff being Purchaser of an Estate of the late Earl of S. deceased, by Ash of Parliament vested in Trustees for Sale, and some part of the Purchase-Money being appointed by Trustees to be paid unto the Lord Stawell deceased, who dring, the Money impaid, and the Lady M. his Wase and Administrative demanding the same by exhibiting her Bill in this Court; and also one S. a Goldsmith exhibiting his Bill against him for the same Money, as sligned to him by the Lord S. in his Lise-time, exhibits his Bill, that the Lady and S. may intersead with each other, and proceed to a determination of their Properties in the said Money, and that he Plaintiff may bring his Money into Court, or he therwise indempnified against both their Claims and Pretences; and makes Assidavit at the bottom of he Bill, that he exhibits the same voluntarily at its own Costs, and not at the Persuasion or Costs of lither Party, Desendants.

TUmbly complaining, sheweth unto your Lordship your Orator Sir E. D. of London ght, That the Manor of A. and divers Lands. nements and Hereditaments, late the Estate the Right Honourable James Earl of Salisbury eafed, being by A& of Parliament vested in flees for Sale and Disposal of the same; your tor did contract and agree for the purchase he same, for the Sum of Seventeen thousand hundred pounds, of which faid Sum there was pinted to be paid in pursuance of the said Act to Trustees therein named unto J. Lord S. aled, 5277 1. 10 s. And your Orator furheweth, That the Trustees and all other ons concerned in the faid Manor and niffes, and particularly the faid Lord S. did good Conveyances in the Law, convey

the faid Premisses to your Orator and his Hein And the faid Lord S. having, as your Orator informed by one C.S. of London, Goldsmith, a pointed the faid 5277 l. 10 s. to be paid w him the faid C. S. your Orator did appoint faid M. S. to meet at Salisbury House to receive Money at a time when your Orator was to m the other Persons the Money payable to them and the faid Mr. S. did then attend, but fome of other Persons not attending at the same to the payment of the Monies was deferred in further time; and afterwards upon discourse & tween the Lord Salisbury and E. S. and F. F. of the Truffees, touching the faid matter, did forbid your faid Orators paying the faid Mo to the faid Mr. S. notwithstanding an Order the faid Lord S. to pay the faid Money to M. as he informed your Orator; and foon and faid Lord S. died, the faid Money remaining paid. And your Orator further sheweth, I after the death of the faid Lord S. M. Lady & Widow did take out Letters of Administration all and fingular the Goods, Chattels and Co of the faid Lord Stawell, and demands the Money of your Orator, as also doth the Shales. And now fo it is, may it please Lordship, That the faid Lady S. combining the faid Mr. S. and Mr. F. and Shales or for them, and with Sir W. B. S. P. Efquire, and Earl of Salisbury, did on or about the Four twentieth day of January last exhibit her this Honourable Court against your Orator, the faid C. S. and others, to compel your Q to pay the 5277 L. 10 s. unto her the faid L and the faid C. S. hath also exhibited his this Honourable Court against your Orato the faid Lord S. to compel your Orator to the faid 5277 l. 10 s. to the faid S. and

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he faid Lady S. He the faid S. pretending that he faid Lord S. before his death, did by his Deed . writing under his Hand and Seal, Affign and ansfer the faid Money unto him the faid Mr. S. or a valuable Confideration in Money paid by he faid S. to the faid Lord S. in his Life-time. And he faid M. Lady S. by her Bill pretends, that the ord S. did upon or before his Marriage with her, ake and execute an Agreement in Writing, hereby the faid 5277 1. 10 s. with other Money, ere to be laid out in Lands to be fettled on her, hich was never done; and by reason of such the like pretences of the faid feveral Persons oresaid, your Orator hath been constrained to ep the faid Money dead at great hazard, and mot dispose of the same, or be discharged theretill the Pretences of each Party to the fame e determined, who likewise insist, that your rator shall pay Interest for the said Money in emean time, and make no speed to the hearing the Caufes, but delay the fame on purpose to arge your Orator with Interest thereof: And beit your Orator hath put in his Answer to both e faid Bills, and offered to pay the faid Money to Court, yet the faid Confederates do oppose the ne, pretending that your Orator ought to have ought his Bill of Interpleader, whereby your Oor is necessitated to bring this Bill, and wherehe hath been put to great Charges whereof he ays the confideration of this Court. In tender ofideration whereof, and forafmuch as your Qor hath no way to be relieved in the Premisses, to be discharged of the said Monies but by the and Affiftance of this Honourable Court. To end therefore that the faid Confederates may wer the Premisses, and that the said Lady S. C.S. may interplead with each other touching faid Sum of 5277 1. 10 s. and proceed with

effect to a determination of their respecti Rights and Properties in the said Sum, and the your Orator may bring the same into this H nourable Court, and may thereupon or otherwil be discharged of the same, and may be indem nified against all Claims and Pretences of the fa M. Lady S. and C. S. and either of them touching the faid Money; and your Orator on confiden tion of the whole matter may have fuch relief the Premisses, as shall be agreeable to Equity a Good Conscience. May it please your Lords to grant unto your Orator, not only your Lo ship's Letter to be directed to the said M. Lad and James Earl of Salisbury, desiring them to pear before your Lordship in this Honour Court to answer the Premisses, but also their M iesties most gracious Writ or Writs of Subject be directed to the faid Sir W. B. S. P. E. S. J. and C. S. thereby commanding them at a cen day, and under a certain pain therein to be in ted, personally, &c.

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The Plaintiff Sir E. D. maketh Oath, That Bill is exhibited by him voluntarily on own Account, and at his own Costs, not at the Desire or by the Persuasion, the Costs of any of the Parties, Desented to the same.

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Plaintiff baving lent 4000 l. to Lord S. on Assignment of his share of the Purchase-money of the Earl of S. his Father-in-law's Estate, by Ast of Parliament vested in Trustees to be sold, and the Lord S. dying before Payment, and his Lady and Administratrix claiming the same, and the Purchaser keeping the Money in his Hands, exhibits his Bill for Relief against the Lady S. and the Purchaser.

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TUmbly complaining sheweth, &c. your Orator C. S. of London, Goldsmith, That the ight Honourable Fames late Earl of Salisbury eceased, did some time before his death, which apned on or about the Month of, Oc. make his if Will and Testament in Writing, intending ereby to make an Ample Provision for his Faily; and amongst other Bequests in the faid fill mentioned, he the said Earl did thereby we and bequeath to the Lady M. his Daughter, e Sum of Ten thousand pounds of lawful Money England for her Portion, and by his faid Will d charge his Manor of C. amongst other things r the payment thereof. And afterwards by an at of Parliament, made in the Year of our ord, 1691. by confent of the Right Honourable ames Earl of Salisbury, Son and Heir of the faid te Earl, upon the Petition of the Younger Chilen and Creditors of the faid late Earl or some them, for the better fetling and fecuring the yment of the Portions, Bequests and Debts of e said late Earl: It is enacted, That the said anors and Lands amongst others, should be ved in Sir W. B. Baronet, S. P. Esquire, E. S. Elire and J. F. Gentleman, and their Heirs in rust, that they by making Mortgages, or by ablute sale of the Premisses, should raise and pav e several Sums of Money remaining due to he Daugh ers

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Daughters and Younger Sons of the faid late Fail and other the Sums of Money in the land A appointed to be paid; and that the Purchafer should hold the Lands and Premises to fold, dicharged of the faid Portions or Bequetts, and other Monies appointed to be paid; fo as the Monies raised by such Sale should be paid toward the discharge or satisfaction of such Bequest, and other Monies payable by the faid Act. Andi was, and is further Enacted by the faid Act, the the faid Trustees might order and appoint how the Monies raised by Sale or Mortgage shouldke applied for fatisfaction of the Perlons concernd therein; as by the faid Act, relation thereum being had, doth and may Appear. And your 0 rator further sheweth, That the Trustees in pur fuance of the Trust reposed in them by the si Act of Parliament, and by confent of the Fames now Earl of S. did agree to fell thell Manor of C. and Lands thereunto belonging mong other things, to Sir E.D. of London, Knig and his Heirs, for the Sum of 17500 L and the like confent of the faid Earl, did appo the faid Sums to be paid in manner as follo eth, (viz.) To the most Reverend Father God, Fobn now Lord Archbishop of Canters the Sum of 532 1. Tos. in full fatisfaction all his demands, to the Right Honourable Lord Stawell, fince deceased, the late Husban of the faid Lady M. the 6um of 5277 1 10 in part and towards fatisfaction of the of 9745 !. 17 s. 6 d. by the faid Ad mited and appointed, to be paid to him, as faid Lady M's Portion as aforefaid; and to Honourable Robert Cecill, Esquire, the Sum of 6440 L and to Sir W. F. the Sum of 4950L full of all their demands, by virtue of the Will the laid lare Earl of Salisbury, the faid Sir M.

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having Married the Lady Mary, one other of the Daughters of the faid late Earl of Salisbury, And your Orator further fleweth, That by Indenture Sextipartite, bearing date the third day of May, 1692 made been the faid J. Earl of Salisbury and Frances his Wife of the first part, the faid Sir W. B. and other the faid Trustees of the second part; the faid John Lord Archbishop of Canterbury, John Stawell, R. Cecill, Sir W. F. and Sir R. D. Knight, of the third part, J.H. Gentleman of the fourth part, Sir E. D. of the fifth part, and W. D. Son and Heir apparent of the faid Sir E. D. of the fixth part, and in pursuance of the said Act of Parliament, and in execution of the Trust reposed in the said Trustees, they by the consent of the faid Earl, who was a Party confenting thereto, did convey and affure by good Conveyinces in the Law the faid Manor and Premisses to the faid Sir E. D. (or in trust for him) and his Heirs, as in and by the faid Deeds duly executed by and between all the faid Parties, and by Fine or Recovery thereupon had, levied and futfered between them when produced, will appear. And your Orator sheweth, That in full execution of the faid Contract and Purchase so made by the faid Sir E. D. he the faid Lord Stawell did give a Receipt for the faid Sum of 5277 1. 19 s. endorsed on the said Deed of Purchase as thereon is to be feen in these words following, (viz.) Received the Two and twentieth day of November, Anno Dom. One thousand six hundred vinety two, by me the within named John Lord Stawell, the Sum of Free thousand two bundred and seventy seven pounds and ten shillings of lawful Money of England, of, and from the within named Sir E. D. being the Confideration Money within mentioned, to be to me by him paid, and is parcel of the Sum of Seventeen thousand five bundred pounds, the Purchase-Money for the Premisses

misses within granted and conveyed. I say much hillings And the Stawell. fame day and at the fame time the faid Lord & wrote at Letter to the faid Sir E. D. in these words following, (viz.) the Two and twentieth of N vember, One thousand fix hundred hinery two Sir, I defire you will pay the Sum of Five thousand two bundred seventy seven pounds ten shillings, fe which I have already given you a Receipt upon to Deed of Purchase from the Earl of Salisbury unto M. C. H. whose Receipt shall be your Discharge from you Friend. As in and Stawell. the faid Letter ready to be produced appeared which faid Letter was fo wrote by the faid Lor S. for and upon the account and confideration that your Orator had before that supplied the faid Lord S. with the Sum of 4000 L as here is mentioned; and for security hereof he ago to assign to your Orator the said Sum of 1271 10s. and which he knew, as also did your Ontor, would be good payment when the Purchase Money for the faid Manor and Premisses cames be paid, and in confidence thereof your On did really and bona fide lend and pay to, or tot Use, or to the Order of the said Lord S. veral times, the Sum of four thousand pour And in confideration thereof the faid Lord & his Deed, dated the One and twentieth of I One thousaid fix hundred ninety two, recit the faid late Earl of Salisbury's Will, and the Po tion of Ten thousand pounds thereby bequeated to the faid Lady M. and the faid Act of Paris ment, and a Recognizance dated the fixteenth June then last past, entred into by the said Lord to your Orator for payment of Three thousand pounds lent by your Orator to the faid Lord And that your Orator had then lent One thouls DOUBL

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unds more, which made up the Sum of Four houland pounds, did Bargain, Sell, Affign and ser over to your Orator, his Executors, Adminifrators and Affigns, the faid Sum of Ten thouand pounds, or fuch pare thereof as fould be lue to him, and intended to be raifed and paid y the faid Act of Parliament, and thereby imowred your Orator to receive the faid Money : But under this Provilo and Condition, That if the aid Lord S. his Executors or Administrators did pay your Orator the faid Sum of Four thousand ounds with Interest, on the Nine and twentieth lay of September, One thousand fix hundred niney two, then the faid Deed to be void, as in and y the said Deed ready to be produced, and nd duly executed under the Hand and Seal of he faid Lord S. may more fully and more at large ppear. And your Orator further sheweth, That he faid Lord S. did not only fail in paying the aid Four thousand pounds with Interest to your Drator, but he afterwards about the Nineteenth f September last, did borrow of your Orator One undred pounds more. And the said Lord S. by is Steward Mr. Sherwood did afterwards, (wiz.) bout the Nineteenth day of November last draw Bill of Three hundred pounds for his Lordship's count to J. D. therein named, defiring your Drator on ten days fight to pay to him the faid D. Three hundred pounds, which faid Sums One hundred pounds and three hundred ounds the faid Lord S. did agree and promise our Orator should be repaid him out of the faid 277 l. 10 s. in Sir E. D. his Hands. And in urluance of fuch his faid Promise and Agreement, he faid Lord S. did, as aforefaid, on the Two and wentieth day of November, One thousand fix undred ninety two, Sign and make the faid subquent Order or Letter for your Orators recei-

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ving the faid Sum of Five thousand two hundre feventy feven pounds and ten shillings of the fall Sir E. D. the better to pay himfelf, not only the faid former Sum of Four thousand pounds and Interest, but also the said further Sum of Four hundred pounds so lent and paid, as aforefaid, and upon that Affurance and Credit your Orator de lend the faid One hundred pounds to the Lord! and did accept the Bill, and afterwards paid the faid Three hundred pounds to the faid J. D. a. cordingly. And your Orator sheweth, That the faid Deed of Purchase being duly executed by the faid Lord S. and a Receipt by him given on the Two and twentieth day of November, On thousand fix hundred ninety two, to the faid & E.D. for the faid Five thousand two hundred is venty feven pounds ten shillings, being the Me ney appointed out of the Sale of the faid Mine and Premisses to be paid to the said Lord & aforesaid. And the same being by his said Lonthip to be paid to your Orator in manner, as alone faid. And the faid Sir E. D. having had du notice of the faid Lord S's Letter or Order to the fame accordingly, he ought forthwith to he paid to your Orator the faid Sum of Five thousan two hundred feventy feven pound ten hilling and which he fully intended, and according appointed your Orator a day to come to Salish House to receive the same; and your Orator accordingly attend at the time and place pointed, and expected to have received the Sum which he ought then to have received, fole property thereof being vefted in your Oran as a lecurity to him, as aforefaid. But now fo is, may it please your Lordship, That the Sir E. D. minding to keep the Money in his Hand or for some other reason not understood by you Orator, then refused to pay the said Sum or

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part of it to your Orator, although he paid all other the Sums of Money in the faid Deed of Purchase mentioned, to the other Parties therein named, according to the direction and appointment therein mentioned; and foon after the faid Lord S. died. And now the faid Sir E. D. combining and confederating with other the Creditors of the faid Lord S, and with feveral Persons unknown, and with the faid Lady M. S. the Widow and Relict of the faid Lord S. and who hath taken out Letters of Administration of his Personal Eflate, Goods and Chattels, doth refuse to pay your Orator the faid Sum of Four thousand pounds or any part of it, or any Interest for the same as also the said further Sum of Four hundred bounds, which your Orator fo really and truly ent, and paid to and for the faid Lord S. as aforeaid, upon the Credit and Security of the faid Deed of Mortgage and Subsequent Order fo made to your Orator, as aforesaid; and also the Sum of Thirty pounds for the making and finishing three dozen of Silver Plates made by the Order, and for the tife of the faid Lord S. and were ready to have been delivered to him, and had so been in case he had not so suddenly died as he did, and are yet ready to be delivered to the faid Lady M. he paying the price for the fame being One hunred eighty eight pounds fix shillings; but if she please to refuse the same, yet the charge of making and fashion being Thirty pounds, as aforeaid, ought to be answered to your Oracor, he having undertaken to provide the fame by the Order of the faid Lord S. upon the Credit of the Mohey affigned to your Orator, as aforefaid. And your Orator hath offered, and is willing to accept or take his principal Sum of Four thousand four hundred pounds with Interest, with the faid Thirty pounds which is due, and his Cofts and Charges,

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Charges, and affign and deliver up his Securities. and either to pay the remainder of the faid Fire thonfand two hundred seventy seven pounds cen shillings to the faid Lady M. or consent that the faid Sir E. D. Shall so do. And now it is pretended, that fince the death of the faid Lord S. your Orator's Authority to receive the faid Sum is void, and that he hath no lawful right to receive the same, and the said Lady M. claims the same as part of her faid Husbands Personal Estate, and that she must apply it to the payment of Debu of a higher value. And the faid Sir E. D. pretends he cannot fafely pay it to your Orator without the consent of the faid Lady M. or Receipt for the same, or be otherwise indempnified or faved harmles: And the faid Lady M. refusethto give any such Consent or Receipt, contrary to Equity and Good Conscience. In stender cons deration whereof, and forasmuch as your Orner hath no property in the faid Sum of Five thousand two hundred leventy feven poundaten shillings, fave only as aforefaid, and cannot therefore recover the same at Law, nor can prevent the said Lady M. from calling your Orator to an account for the remainder of the Money after your Orator is paid and fatisfied his just Debt due as afore faid, at any time when the pleafeth in cafe the faid Sum of Five thousand two hundred seventy feven pounds and ten shillings be paid to your O rator; and for that your Orator's Witnesses who could prove the Premisses, are either dead or good into parts remote and beyond the Seas, and it therefore only relievable in the Premisses by the aid of this Honourable Court. To the end and intent therefore that the faid Confederates who know the Premisses to be true, may true and pertect answer make thereunto, as if particularly interrogi.

errogated and repeated, and may shew cause why your Orator should not be paid his faid Money to due, as aforelaid, with his Interest and Colls, and why the faid Lady M. should not be foreclosed of my pretence to an account or claim of the semainder of the faid Sum of Five thousand two hundred feventy feven pounds and ten hillings. inless the will consent to the payment of what is o due, as aforefaid, to your Orator, and accept he remainder of the faid Five thousand two undred feventy feven pounds and ten shillings: and to the end your Orator may be relieved n the Premisses according to Equity and Goo Conscience: May it please your Lordship. The Premisses considered, to grant unto your Orator our Lordship's Letter to be directed unto the faid ady M. S. as also their Majesties most gracious Writ of Subpana to be directed to the faid Sir E. . Knight, thereby requiring them at a cortain me and under a certain pain therein to be limitd, personally to be and appear before your Lordhip in this Honourable Court, and to answer all nd fingular the Premisses; and further to stand to nd abide fuch Order, Rule and Decree as your ordship in justice shall think proper for your Drator's Relief in the Premisses, and your Orator all ever pray, &c. most for Smill with backung and Or

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Plaintif

Common decide 2 2 partition

Plaintiff being possessed of a Lease for Ninety nine junt determinable for three Lives, Mortgages the same to T. C. who by the Plaintiffs consent Mortgage to the Defendant by Indenture of Agreement, being to reconvey to the Plaintiff upon payment of a Sum of Money, the Defendant having entred and no ceived Profits to satisfie the same with an overplas: Plaintiff exhibits his Bill to compel him to Reconvey and Account.

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TUmbly complaining shewerh, &c. Your fer, Mariner, That your Orator about the Month of August, in the Year of our Lord One thousand fix hundred fevenry four, being interested in and possessed of a Tost, Tenement, and other Here ditaments in C. aforesaid, of the clear yearly ve lue of 10 l. for and during the natural Live of one J. C. Bridget his Wife and Jane their Daugh ter, and the longest liver of them; and having occasion to borrow Money, applied himself to one T. C. of the City of Briftol Merchant, who lent unto your Orator the Sum of to I for le curing the payment whereof, your Orator by Indenture of Mortgage, dated on or about the 24th day of August, in the aforesaid year of ou Lord God, One thousand fix hundred sevent four, did Demise, Grant, and to Farm, Let und the faid T. C. the aforefaid Toft, Tenement and other Hereditaments, and all his your Orator Estate, Term and Interest therein, for and during the Time or Term of Ninety years, if they the faid J. G. Bridget his Wife and Joan their Daugh ter, or any or either of them should so long lim subject nevertherless to a Proviso therein contained, That the same should be void upon his you Orators repayment of the faid Sum of 50 l. with Interest,

interest, at a certain day therein expressed, as by he faid recited Indenture of Mortgage, had your Drator the fame to produce, would more fully apear. And your Orator further sheweth unto our Lordship, That by Indenture of Affignment. ated on or about the 24th of August, in the Year four Lord, 1674. The faid T.C. for and in conderation of the Sum of, ore. to him in hand paid y J. N. of C. aforesaid, in the County of Glonceer, Shipwright, did, by and with the confent of our Orator, Bargain, Sell, Affign and Set over nto him the said J. N. the aforesaid Toft, Teement and other Hereditaments, together with e faid recited Indenture of Mortgage, for and aring all the refidue of the aforefaid Term of inery nine Years, if they the faid J. G. Bridget Wife and Foan their Daughter, or any or eier of them should so long live, as by the faid Innure of Affignment, if your Orator had the me to produce, would likewise more fully apar. And your Orator further sheweth unto our Lordship, That upon Indenture of Agreeent, dated on or about the 25th day of October. the aforesaid year of our Lord, One thousand hundred seventy four, and made between the d J. N. of the one part, and your Orator of other part. The said 7. N. for himself, his ecutors, &c. thereby covenanted upon his ur Orator's paying unto him the Sum of 28 L s. upon the 25th day of April, then next after date of the faid Indenture of Agreement, then he the faid J. N. would reconvey the during relaid Toft, Tenement, and other Heredita-Daugh g live, us unto your Orator, or fuch other Person as r Orator should direct and appoint, as by the Indenture of Agreement, if your Orator COD the same to produce, would likewise more appear. But it feems your Orator hapning cereft,

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to make default of payment of the faid 28 1 ros pursuant to the Covenant in the faid recited Is denture of Agreement mentioned, the faid 7. N entred into the possession thereof, and hath for these Fifteen years and upwards received the Rents, Issues and Profits, which were years worth to I. during which time by fuch perception of Profits, the faid 28 1. 10 s. with all Interest due for the fame is paid, with a great deal of a verplus; and in all Equity and Good Confcience the faid 7. N. ought to deliver up the possession of all the Premisses to your Orator, and oughtn make an Account to your Orator for whathe hath received above the faid 28 L. 10 s. and laterest, and ought also to deliver up all the Deep Writings and Evidences which relate thereunta But now so it is, may it please your Lordhip, That the faid 7. N. Combining and Confidenting with divers other Persons unknown to you Orator, whose Names when discovered, your 0 rator prays may be inferted in this his Bill with apt words to charge them. To the end the line 7. N. may keep your Orator out of the possession and still receive the Rents and Profits to himse the faid 7. N. doth not only refuse to deliver t possession of the said Tost, Tenement, and of Hereditaments to your Orator, but also doth de to give your Orator any Account what help received out of the Premisses, though your O tor hath feveral times civilly intreated him to the same. All which doings of the said fi are contrary to Equity and Good Confcient and tend very much to the loss and prejudic your Orator. In tender consideration where and forafmuch as your Orator cannot by Common Laws of this Realm bring the faid to any Account, nor obtain any relief there unless by the aid and affistance of this Hono

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ble Court, and the rather by reason your Orators Witnesses that can make out the truth of the Premiffes are either dead, &c. fo that the truth of the Premisses cannot be known but by the Oath of the faid J. N. To the end therefore that the faid 7. N. and the rest of the Confederates when discovered, may upon their feveral Oaths true and ull answer make to all and singular the Premises; and particularly that the faid 7. N. may fee orth what Title he claims to the faid Toft, Tenenent, and other Hereditaments, and what Deeds, Vritings and Evidences he hath in his Cuftody or the Custody of any other, or what other Peron with his privity that relate thereunto; and thether there was really and bona fide due to him ny more than 28% to s. and that upon payment ereof, pursuant to the Indenture of Agreement, was not to reconvey the fame to your Orator; nd may fet forth the true yearly value of the faid oft, Tenement, and other Hereditaments, and bw much hath been received out of the Rents, ues and Profits of the fame, either by him or any other Person for his use; and may also forth how long he hath had the possession or ceived the Profits thereof; and may full and feet answer make to all and singular other the tters and things in this Bill contained, and all circumstances thereof, as fully and particularin every respect, as if the same were all repeaand particularly interrogated. And further, at the faid J. N. may by the Decree of this nourable Court, not only be compelled to rewey the faid Tenement, Toft, and other the reditaments to your Orator, but also to come full and just account with your Orator, and der unto him what shall appear to be due: And your Orator may be relieved in the Premiffes accord-M 2

according to Equity and Good Conscience. May it please your Lordship to Grant, &c.

Plaintiffs Executors of K. N. there being Arrears of a Amusty due to ber at ber death, chargeable woon the Defendant Sir A. N's Lands by virtue of an Index ture of Grant made by Sir J. N. Sir A. N's Father. and the Said Sir A. for the Life of K. N. and be Husband; and Sir J. N. making some Sestlemen afterwards to L. N. bis younger Son, Charges upon it 10 l. per Ann. part of the faid Annuity. K. N. errefted the faid Sir A. N. for the Annuity, who entred into Bond for the payment of the same; al Bond being left in ber Attorney's Hands, who die, and supposed to come to the Hands of Defendant Sir A. and Sir A. baving exhibited his Bill againf L N. and the surviving Executor of Sir J. N. and there being a Decree for L. N. to pay the Iol per Ann. part of the Annity of 30 l. per Ann. the whole Arrears of the Annuity at the death K. N. being 2701. and upwards, The Plainiff of bibit their Bill for the Arrears.

Gent. J. R. of S. in the County of D. a. W. R. of the same in the said County, Gentleme Executors of the last Will and Testament in Witing of R. N. late of H. in the County of M. dow deceased, who was Reliet and sole Exertix of the last Will and Testament in Writing W. N. late of C. in the said County of D. her Husband deceased. That Sir J. N. late of H. win the Parish of N. in the said County of D. her husband deceased. That Sir J. N. late of H. win the Parish of N. in the said County of D. her her, being in his Life-time; that is to say, in Year of our Lord Christ, &c. and also at the of his death, seized in his Demes as of Res

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and in divers Manors, Messuages, Lands, Tenements and Hereditaments within the faid County of D. of the clear value of 2000 l. per Annum and upwards, or of some other great yearly value. He the faid Sir J. N. together with A. N. his Son and Heir then apparent, now Sir A. N. Baronet, by indenture bearing date the twelfth day of January, in the faid Year of our Lord, &c. made between him the faid Sir 7. N. and the faid A. N. his Son nd Heir then apparent of the one part, and the aid W. N. of the other part, for the Confideratins therein mentioned, did Give, Convey, Setver, Grant and Confirm unto the faid W. N. his executors and Affigns, one Annuity or Yearly ent of 30 L. per Ann. of lawful Money of Engnd, quarterly to be baid and clearly discharged. nen and at all times then after of all Taxes acording to any proportion thereof that should be spoled; that is to fay, 7 h 10 s. thereof at the ativity of St. John the Baptist then next ensuing, Michael the Archangel, the Birth of our Lord od, and the Annunciation of our Bleffed Lady lary the Virgin in every Year, to be issuing out those several Lands and Tenements which en were in the possession of Sir 7. N. and A. N. ther and every of them within the faid County Devos and effewhere, To have and to hold the d Annuity or Yearly Rent of 30 h unto the d W. N. his Executors and Affigns, from the thday of June then next enfuing, for 99 Years ly to be complear and ended, if he the faid W. and the faid K. his Wife, or either of them old so long live. And if the said Annuity or part or in all, by the space of Forty days after hould become due, being lawfully demanded, at the of Per t then it should be lawful to and for the said W. and his Affigns from time to time for the fame

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Applitional Bills.

to distrain on any of the said Lands of the said ? N. or the laid A. N. at the Will, Election and Choice of him the faid W. N. and his Alligns to whom the faid Annuity or Yearly Rent hould happen to be due; and the faid diffress or distresses from time to time so raken, to carry away impound and keep, and after fix days warning in fell, returning the overplus to the Owner there of, until just fatisfaction for the said Annuity & being behind, and every part thereof, together with fuch reasonable Costs and Charges, as here whom the faid Annuity (should by virtue of the faid recited Grant become due) should be put unto, for or by reason of the distress so to be taken, as aforesaid, with Covenant therein from the said Sir 7. N. and A. N. to the faid W. N. and his Affigns, to do any other or further Act or Acts Thing or Things for the fure making of the Premisses, when he or they should be reasonably to quested thereunto, according to the true inter and meaning of the faid Indenture; as in and of the faid Indenture, under the Hands and Seals a the faid Sir 7. N. and A.N. duly executed, had you Orator the same to produce to this Honourable Court, would more at large appear. And you Orators further shew, That afterwards, that is fay, about the Year of our Lord, 1670, the me Sir J. N. making some Settlement of some put of his faid Lands in the faid County of D. w L. N. one of his younger Sons, he did that upon the same the payment of the Sum of I pounds per Ann. which he directed hould be paid or towards part of the faid yearly Rent of This pounds per Ann. Annuity to the faid K. N. or Affigns, for and during her Natural Life, orth was some Proviso, Condition, Obligation, venant or Agreement by the faid L. N. to the Sir J. N. or some other, for the payment of

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faid Ten pounds per Ann. part of the faid Rent of Thirty pounds per Ann. to the faid K. N. or her Affigns, for and during her Natural Life, or fome provision for that purpose, which if your Orator had the Deeds or Writings that were made by and between the faid Sir J. N. and the faid L. N. touching the same, to produce to this Honourable Court, would more fully appear, but the fame are in the Hands, Custody and Power, or Privity of the faid Confederats herein after named, or some or one of them; and they ought to produce the same for the satisfaction of this Court therein. And your Orators shew, That afterwards the faid Sir A. N. having contracted great Debts, the faid Sir 7. N. together with the faid Sir A. N. fettled all his Effate upon Truffees, but whom your Orators know not, for payment of Debts, and particularly of Debts of him the faid sir 7. N. and all Annuities and Incumbrances created by him the faid Sir J. N. and Sir A. N. and by subsequent Agreements and Deeds contrired amongst them, the Estate was to be charged with the payment thereof, all which the Confederates herein after named, have in their Hands or Privity, but conceal the fame. And your Oators further shew, That in pursuance of the said herein first recited Indenture of Grant, received nd had of the faid Sir J. N. and A. N. or one of hem, the faid Annuity or Yearly Rent of Thirty ounds for divers years then after, for and during is Natural Life; that is to fay, until the Year, 664. And from and after his decease, the faid the Reliet and fole Executrix of the faid last Vill of the faid W. N. and to whom he thereby are the refidue of all and fingular his Goods and hattels, and Personal Estate, having in due orm of Law proved the faid Will, and taken ponher the Execution thereof, did by virtue M 4

thereof and of the aforefaid Indenture, received the faid Rent of Thirty pounds per Ans. for de vers Years then after, of the faid Sir 7. N. while he lived; that is to fay, until about the Year of our Lord Christ, 1675. about which time the fail Sir 7. N. died, leaving his Estate fo fettled in Truftees, as aforefaid; and having first made his last Will and Testament in Writing, and W. N. his Son, and J. N. his Grandson Executor thereof, to whose or one of whose Hands, Castody, Power or Privity there is come fince the death of the faid Sir 7. N. Personal Estate of his fufficient to pay all and fingular his just Debo due and owing at his decease, or at least suffici ent to pay your Orators the Arrears of the fail Annuities, and the same ought to be applied thereunto. And the faid John the Executor is succession dead, leaving Alice his Relict and Executrix and Sufficient Affets; and the faid W. N. is now inviving Executor of Sir J. N. and hath also man ried the faid Alice the Execurix of the faid 7. And the faid Sir J. N. did also leave the said A.N. now Sir A. N. his eldeft Son and Heir, and his ! state so settled in Trustees for payment of the Debts and Annuities, as aforesaid, to the value 2000 l. per Ann. and upwards, or some other gra value, which by some Provision or Senteme made by the faid Sir 7. N. were charged with the faid Annuities of 30 L per Ann. and the A rears thereof, or of some part thereof. And the faid Sir A, N. is seized and possessed of diver a fome other Messuages, Lands, Tenements, Her ditaments and Premisses in the said County D. or elsewhere, which he now holderh and joyeth, by or from some other Person or Person or upon some other Right, Title or Interes, for fome Effate to the value of 500 l. per de and upwards, or some other considerable value

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nt charged nevertheless with the faid Annuity d the Arrears thereof in manner, as aforefaid. nd your Orators shew, That the faid Sir A. N. om and after the death of the faid J. N. negleing to pay to the faid K. N. or any on her bealf, the faid Rent of 30 l. per Annum, or any irt thereof, although the faid K. N. by her felf nd her Agents did often in fair and friendly anner request and demand of the faid Sir A. N. payment thereof; neither did the faid L. N. y to the faid K. N. or any for her the faid Sum tol. per Ann. or any part thereof according to Agreement and Ingagement to and with the d-Sir 7. N. And also the faid W.N. the furviving secutor of the faid 7. N. refusing or neglecting pay the Arrears of the faid Annuity at his ath, and there being then due to the faid K. the Arrears of the faid Annuity of 30%. per m the Sum of One hundred and eighty pounds dupwards, thereupon the faid K. did procure faid A. N. to be arrested for the same : And ing so arrested, he the said Sir A. N. did send to and acquaint the faid K. N. that he was not in furnished with present Money to pay the d Arrears, but that he would give his Bond or agement in Writing to pay her the same in he thore time then after, or to some such ef-, did by his Wife the Lady N. or otherwise, he and very much follicit and importune the A. N. to take such Bond or Ingagement and free him from the faid Arrest, or then Action Suit brought against him; and the said K. N. of prevailed upon to to do, the faid Sir A. N. your Orators have heard and believe) did eninto some Bond or some Ingagement, Covet or Agreement in Writing, to pay to the faid her Executors or Administrators the Arrears of faid Annuity of 30 l. per Ann. then due, the

which Bond or Writing was delivered or left in the Hands or Custody of one Mr. F. of E faid K's Attorney, or into the Hands or Confe of his Olerk or Servant, or fome other for the and benefit of the faid K. N. And the faid Mr. shortly or fome time then after dying, your On tors know not what is become of the fame, he have heard and believe that the faid Sir A. N. a fome one on his behalf and with his privity, by fome ways or means got the faid Bond or Writing for payment of the faid Arrears of the faid Anne ity then due, into his Hands or Power, or the fame is come into the Hands or Power of the find Sir A. N. or of some other Person or Person on his behalf and with his privity, and he hathencolled and made void, or otherwise conceals, de tains and keeps the fame, and fometimes denien to have the same, and other whiles refused to deliver the fame. The which Bond or Seann was only given as a further Security for fo mud of the faid Arrears, and accordingly ought to produced and made use of for your Oraton be nefit, but was not to free or discharge the Lands from the faid Annuity and the Ana thereof. And your Orators further shew, Tu the faid Sir A. N. designing and contriving it could to defeat the faid K. N. of the faid Ann of 20 li per Ann. and of all the Arrears there and to free himfelf from payment of the fame, or about the Year of our Lord, 1680. exhib his Bill in this Honourable Court, for that purp against the faid K. N. and the faid L.N. and against W. N. the furviving Executor of the faid J. deceased and others, and did amongst other m ters therein contained fet forth, that the Sir 7. N. had drawn him the faid Sir A. thed Plaintiff to secure a Rent of 30% per Ann. to faid W. N. for his and the then Defendant A במי אורה נו כם לשפי נופ

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vives Lives by a Charge upon Lands on his the id Sir John's Promife, to indempnifie the then taintiff against the same, which then the Defenant W. M. his furviving Executor refused to perrm, though he had Affets fufficient as was therefuggefted. And that the then Defendant L s Lands flood chargeable with 10 1. per Annum ereof, though he refused to pay the same, and ayed to be relieved against the faid Rent-charge Annuity to the faid K. N. To which Bill the en Defendants put in their Answers. And the id K. N. did in and by her then Answer fer forth er Right, Title and Interest unto and in the said ninuity or Rent-charge of 30 l. per Annum, as oresaid. And she and all the then Defendants d deny that they ever knew or believed that e faid Sir J. N. made or was under any Promife Ingagement to indempnifie the faid then Plain-Sir A. N. against the said Rent-charge of 30 %. Annum. But R. a Trustee of the said Sir 7. N. d the faid L. N. did acknowledge and admit at the faid L. N. held Lands chargeable with ol per Annum, which was to go and be paid toards fatisfaction of the faid Rent-charge of 20 1. Annum, and never pretended any thing to the onrary. And Issue being joined in the faid aule, divers Witnesses were examined on both ies, and publication of the faid Examinations ying past the rith day of June, in the Thirty th Year of the Reign of our late Sovereign Lord ing Charles the Second, the faid Cause came to aring in the faid Court before the Right Hopurable Francis Lord North, then and late Lord eeper of the Great Seal of England; and the atter being long debated, and the Proofs taken the faid Cause read, his Lordship did then Orand Decree, that as touching the faid Rentlarge or Annuity of 30 l. per Annum demanded of the then Plaintiff by the faid K. N. That the faid L. N. should pay, free and discharge the fail then Plaintiff against 10 l. per Annum thereof, ou of the Profits of the Lands fettled upon him by the faid Sir 7. N. for that end: And that the the Plaintiff Sir A. N. should be only chargeable with 20 1. per Ann. of the same, and with no greater proportion ever fince the faid Sir 7. N's death; as in and by the faid Bill, Answers and Decree, all of Record in this Honourable Court, and to which for more certainty your Orators refer themselves may more fully and at large appear. Orators further shew, That in or about the Month of April, in the Year of our Lord, 1684. the fall K. N. departed this Life (there being then due for the Arrears of the faid Annuity of 30 L per da 270 L and upwards, besides her Costs and Chares the having first made her last Will and Testamen in Writing, and your Orators Executors thereof And your Orator T. R. hath proved the faid Wil in the Prerogative Court of Canterbury in due form of Law, and taken upon him the Burden of the Execution thereof; and upon the Probate of the faid Will, Power is referved to your Oraton I R. and W. R. to make Probate of the faid Will, and take upon them the Execution thereof, as by faid Probate thereof under Seal of the faid Co ready to be produced, it may more fully appe and your Orators are thereby well intituled the Arrears of the faid Annuity or Rent-charge of 30 l. per Annum, due unto and at the death the faid K. N. and to have, receive and enjoy! fame with Damages, and their Cofts and Char which they or their Testatrix have or shall put unto for the obtaining thereof. Orators are also well intituled unto, and or to have the benefit and advantage of the Decree made for the payment of the faid

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uity or Rent-charge of 30 L. per Annum to the id K.N. And your Orators pray they may have berty to proceed thereupon, and have the me advantage thereby against the faid Sir A. and L. N. in all respects as the faid K. N. ight have done in case she had been living, and to the benefit of all other fecurities for the payent of the faid Annuity and the Arrears thereof. nt now so it is: May it please your Lordship. at the faid K. N. being dead, and the faid Sir A. , and L. N. designing and contriving to defeat d defraud your Orators of the Arrears of the id Annuity of 30 L. per Annum due unto the d K, at her death, amounting to 270 L and upards, for that purpose have combined and conderated by and between themselves, and to and ith the faid W. N. the furviving Executor of the d Sir J. N. and to and with divers other Peris to your Orators unknown, whose Names hen discovered, your Orators pray may be inred into this Bill, and they and every of them ade Parties Defendants thereunto, with apt ords to charge them, They the faid Confederes Sir A. N. and L. N. by the Combination arelaid do refuse to pay the Arrears of the said houity of 30 l. per Annum due unto and at the ath of the faid K. N. although your Orators by emfelves and their Agents or Agent have often a fair and friendly manner requested them reedively to do the fame. And the laid Conferates do now pretend and give out in Speeches, d in particular the faid Sir A. N. doth pretend give out, that the faid Sir 7.N. and he the faid 4. N. did never execute the faid Indenture of ant of the faid Annuity herein before mentied and fet forth, and that the faid K. N. had Right or Title to the faid Annuity of 30 % Annum or to any Arrears thereof; and some-

times, that though she had a Right or Title to the faid Annuity of 30 l. per Annum for her Life and that there were some Arrears thereof incur red, yet that the did give fome Release or Di charge of the Arrears thereof due to her forme short time before her decease, and sometimes the the faid K. N. received the Arrears of the faid An nuity, or most or great part thereof in her Lie time; and that there was not 270 l. or any fud great Sum, but only some very small matter de to the faid K. N. for the Arrears of the faid As nuity of Thirty pounds per Annum at the timed her decease, and yet the said Confederates refule to discover and set forth, what and how much he received thereof, and what and how much was due to her for the same at the time of her death whereas the faid Confederates, and in particularthe faid A. N. doth well know, and so the Tothis, that he and the faid late Sir J. N. did duly execute the faid Indenture of Grant of the faid Annuity of Thirty pounds per Annum to the faid W. N. a herein is before fet forth; and that the faid L.M. after the death of the faid Walter was well into led to the same for her life; and that there we 270 L or some great Sum incurred and grown and owing to the faid K. N. for the Arreand the faid Annuity of 30 l. per Annum at the time her decease, besides all her Costs and Charge and that the never received the faid Arrears released or discharged the said Annuity of faid Arrears thereof due at her death or any thereof: And the faid L. N. pretends and gives that his Lands were not charged or liable to payment of the faid Annuity or any part there or any Arrears of the fame; and that he did make any Contract or Agreement with the late Sir J. N. or give any Bond, Covenant other Ingagement concerning the fame, nor h

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ny confideration for doing the fame; And the aid W. N. pretends and gives out, that he fiath ot Affets of the faid Sir J. N. sufficient to pay our Orators the Arrears of the faid Annuity, nd that he ought not to pay the fame if he had ffets, but that the faid Sir A. and L. N. ought to by the same : And the said Consederates preand, that they or either of them are not bound by e faid Decree, nor will perform the fame; nd do also conceal all the Deeds and Writings nd other Securities, whereby it would appear. at all the aforesaid Lands and Premisses are pargeable with the faid Annuity and Arrears ereof. All which doings of the faid Confedetes are contrary to Right, Equity and Good onscience, and tend to your Orators wrong and ejudice. In tender confideration whereof, and ralmuch as your Orators are remediless in the remisses by the strict Rules of the Common Laws this Realm; all the faid Deeds and Writings hereby the faid Lands are charged with the faid ent, being detained, suppressed or concealed the faid Confederates, and the Witnesses that uld prove the Sealing and delivery of the faid Amentioned Deed of Grant of the said Annuiby the faid Sir J. N. and A. N. being all now ad, or in parts remote and utterly unknown to our Orators, so that your Orators are not able justifie and maintain taking Distress upon the temisses; neither have your Orators any means discover and have the said Bond which the d Sir. A. N. gave for the faid Arrears to that ne due, and other the faid Securities given for e payment thereof, and which is fince come to Hands, Power or Privity of the faid Conferates some or one of them; neither in case ur Orators must proceed to take their proportions the Arrears of the faid Annuity according to the proportion that the Decree appointed the file Annuity of 301. per Annum to be paid to the hid K. N. in her Life-rime, have your Orators any means to inforce an execution and performance of the faid Decree for the payment of the fin Arrears by the faid L. N. and the faid Sir A. A. bu by the aid and affiftance of this Honourable Cour. To the end therefore that the faid Sir A. N. L.N. and W. N. and other the faid Confederates when their Names shall be discovered, may upon their feveral Corporal Oaths, true, full and particular Answers make to all and every the matter and things herein before charged and fer forth a fully and amply in all respects, as if the same were here again repeated and interrogated. And the faid Sir A. N. L. N. and W. N. fome or one of them may pay your Orators the faid Arrean of the faid Annuity of 30 L per Annum, due at the death of the faid K. N. with the damages, and the Costs and Charges for obtaining thereof; or that your Orators may have fuch other and further relief in this Honourable Court as shall be agreeable to Equity. May it please, &c.

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to an enter the second of the lot of Complainant's Brother M. M. being shdebted to bim by Bond and otherwise in several great Sums of Money, and likewife to Jo M. Complainants other Brother at his death, who by a Nuncupative Will, made the Plaintiff Executor; and being provailed upon by bis Brother M. M. not to prove the fame, J. M. the Defendant, Son of M. M. after his Father's death being Executor and Heir to his Father, gets out alfo Letters of Administration to bis Uncle. And bis Father baving by his Will given the Plaintiff several Lands, and the reversion of an Inn and 2001. in Money; and the Defendant after his Fathers death altering the Will by adding a Codicil, and razing and blotting the Bequests of the Lands to the Plaintiff, yet fo that with great difficulty the fame may be read; and tearing and cancelling a Bond of his Fathers which was shewed bim by his Uncle without paying a penny of the Debt, the Plaintiff exhibits this Bill to be paid bis Fathers and Uncles Debts out of the Effate, and to examin his Wineses, and to prove the Defendants Father's Will in this Court as it was made by the Testator without alterations.

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To the Right Honourable the Lords Commissioners for the Custody of the Great Seal of England.

Tumbly complaining, sheweth unto your Lordships P. M. of the City of Westminster, intleman; That one M. M. Brother to your d Orator did by his Writing Obligatory, dated or about the 9th day of October, in the Year, 60. acknowledge himfelf to be indebted to er faid Orator in the Sum of 90 L of good and ful Money of England, and by the faid Wri-BObligatory, did bind himfelf, his Heirs, Eutors, Administrators and Affigns for the payt of the faid Sum of 90 h And the aforefaid M. by his Note under his Hand, bearing date the 7th day of April, One thousand fix hundred feventy three, did also acknowledge himself to be indebted to your Orator in the Sum of 147 1. 64 being the Ballance of all Accounts at that time between them, which faid Sum of 145 1. 6 4 ist diffinet Sum of it felf from the faid 90 %. And the faid M. M. was also justly indebted unto one ?. M. another Brother of your faid Orators at the on or about the beginning of June 1661. in the Sum of 311 L. which faid Sum of 311 L was lent to the faid M. M. by the faid 7. M. on or about the 22th day of December, 1648. And your Orator further sheweth, That the said 7. M. in his last Sickness whereof he died, made a Nuncumtive Will, and made your Orator Executor thereof; which faid Will your Orator intended feveral times to have proved in due form in the Spiritual Court but was prevailed upon from time to timeby the great importunities and cunning infinuations of the faid M. M. not to prove the fame during the life of him the faid M. M. he the faid M. M. continually promising and affuring your Orator that he would speedily pay or cause to be paid unto your Onto the aforesaid Sum of 311 l. But your Orator shew. eth, That after the death of the faid M. M. 7.1 Son of the faid M. M. intending to defeat your faid Orator of the faid Sum of 311 l. withou the privity or knowledge of your Orator, appl ed himself to the Spiritual Court in London, and I fraud and circumvention, without ever mention ing the faid Nuncupative Will, though the last J. M. the hereafter named Defendant knew of the making thereof, and without mentioning that your faid Orator was in being, or that your fail Orator was Brother to him the faid 4. M. and by telling the Judge of the Spiritual Court, that he di faid J. was the only Relation alive to him the 7. M. did obtain Letters of Administration of the Goods 45

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Goods, Rights and Credits of the faid 7. M. his Uncle, upon these and other the like false suggestions, in order to deseat your faid Orator of his faid Money which did belong to him as he was Executor of the faid Nuncupative Will. And your Orator further sheweth, That besides the faid Bond for Ninery pounds, and the aforefaid Note of 145 l. 6 s. there was also an account between your faid Orator and the faid M. M. on which account the faid M. was indebted to your faid Orator in the Sum of 589 l. 14 s. 1 d. beginning in time from the tenth of April, 1673. and ending in the tenth of, March, 1679. confifting of a great number of Items, which account the said M. M. had in his Life-time, sometime before his death, feen and owned to be due to your Orator. And your Orator further shewth, That from the beginning of the Year, 1660. to the time of the death of the faid M. M. your Drator went very often every Year to him the aid M. M. during the Life of the faid M. M. and n a friendly manner defired him to pay the feeral Sums of Money that he owed your faid Oator, and to even Accounts; which faid Sums Money the faid M. M. always acknowledged o be due and owing to your faid Orator, and romifed payment thereof, but deferred the fame y telling your Orator, that he your faid Orator ranted not Money, and therefore defired your aid Orator to forbear him from time to time, and hat he would honestly pay your said Orator; nd that in confideration of his kindness and forearance for the aforementioned Sums, he the faid 4. M. would not only provide for and take care pay the Monies owing your faid Orator, as orelaid, with Interest for the same, but also by s last Will and Testament would give your fator a confiderable Legacy; and for that rea-N 2 fon

fon your Orator was not preffing for his faid Monies due to him; and the faid 7. M. the here. in after named Defendant, the Son of the faid M. M. knew of these passages and transactions between him the faid M. M. and your Orator, And your Orator further sheweth, That on or about the 5th of June, One thousand fix hundred eighty five, the faid M. M. made his last Wil and Testament in Writing, and made the said? M. his Son, the hereafter named Defendant, It. ecutor thereof; which faid 7. M. is also Heir at Law to him the faid M.M. and within four Months after the faid Will made, he the faid M. M. departed this Life, leaving sufficient affets to pay his Debts, and in and by the faid Will the faid M M. did give unto your Orator feveral Lands in the Parish of Bow, in the faid County of Drong, which was a Fee-simple Estate in possession in him the faid M. M. at the time of his Death, and likewise his Lands in Dunstar in the said County of Devonshire, which was also a Fee-simple Estate in possession in him the said M. at the time of his And by his faid Will did also give to your faid Orator and his Heirs, the Reversion of a House or Inn called the Black Swan with the Necks in St. John's Street, in the Parish of Clarks evell in the County of Middlefex; and by his in Will gave unto your faid Orator the Sum of Two hundred pounds (viz.) One hundred pounds w be paid within fix Months after his death (Fin pounds of which was to be paid to one N. M. in which he the faid M. M. the Testator stood bound for your faid Orator; and the other One hundred pounds was to paid at the end of two Years your faid Orator should then be living: And the very words in the Will of the faid M. M. which concerns the Bequest made thereby to your On tor are as followeth: I give and bequeath unto Brothe

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Brother P. M. and bis Heirs, all my Estate, Right, Title and Interest of, in and to all my Lands lying (not in the Town, but) in the Parish of Bow in Deronshire, formerly in the possession of Nicholas Darby. and also one House and balf Acre of Land more or less. lying in Dunstar in Somersetshire, and all Rents and Arrearages of Rents due for the same : And further rive unto my faid Brother P. M. and his Heirs the Read person and Reversions of that House or Inn, known by the Name or Sign of the Black Swan with two Vecks, in St. John's Street near Hicks bis Hall in Middlesex. And I moreover give unto my said Brother P.M. Two bundred pounds of good and lawful Money of England (viz.) One bundred pounds, part bereof to be paid unto bim within the space of fix Months next after my decease, (Fifty pounds of which to be paid to N. M. for which I ft and bound) and be other One hundred pounds residue thereof, at the ed of two Years after my decease. As by the faid Will remaining in the Prerogative Court of contenbury, relation being thereunto had, doth nore fully appear. And your faid Orator very ell deserved the said Lands given him by the said M. Ms Will, for that your Orator was very adantagious by his Advice given to him the faid I in the affairs of his Trade, and that he was he making of him in his worldly Estate; and his is well known to J. M. the hereafter named efendant, who hath been prefent several times then your said Orator had advised the said M.M. hat to do in his Trade; and he the faid 7. hath lanked several times your said Orator for his adice and affiftance given to the faid M. M. his ather. And your Orator further sheweth, That here is a Codicil annexed to the said Will of the id M. M. and three Witnesses to the faid Codicil, ur Onthese words: Whereas there is in the second Sheet Matto # Lines and three pieces of Lines blotted out, and two Brothe N 3 interlinings; interlinings; containing in the first interlining, the words (VIZ.) Fifty pounds, which is to be paid to N M. for which I fland bound; and in the fecond into. lining, the word [Fifty] put in, I acknowledge it to be my own alteration, and made by me and with Hand this eighth day of December, One thousand in bundred eighty and five M. M. Witness T. D. J. A. hi mark I. L. And your Orator further sheweth The fince the death of the faid M. M. the aforefaid Co. dicil was added to the faid Will, and the Will of the faid M. M. hath been altered, obliterated and defaced by some Persons, and by some ways and means unknown to your Orator, the names of which Persons that made the said Codieil with the places of their Habitation, and how the faid Will was altered, your Orator prays the fail? M. may let forth, and the Bequests by the fail Will given to your faid Orator of the Premiles given in the County of Devon, in the County of Somerfet, and in the County of Middlefes, are to zed, blotted and ffruck out, but yet fo, that the fame with great difficulty may be read. As in and by the faid Will, if the same were product to this Honourable Court, would more fully sp pear. And your Orator further sheweth, The foon after the death of the faid M. M. the faid J. M. the Son possessed himself of all the Real me Personal Estate of the said M. M. and althou your faid Orator hath several times applied him felf in a friendly manner to the faid 3. M. tol tisfie and pay your faid Orator the aforementions fum and damages for the same that were owing to him your faid Orator by the faid M. M. and put your said Orator into possession of the Premisses, and to give him an account as much as la in him the faid 7. M. fo to do, which were do vised to your Orator, as aforesaid; he the si J. M. at first seemed to comply therewith, The Man in

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the faid J. M. hath not performed his word in any of the matters afore. And your Orator further sheweth, That he the faid J. M. your Orator being one day with him at his House foon after the death of M. M. his Father, did defire of your faid Orator (your Orator having made mention of the aforefaid Obligation of Ninery pounds, and that it was in his Pocket) that your faid Orator would thew him the faid Obligation, and your Orator purring the faid Obligation into the Hands of him the faid J. M. he tore off the Seal of the faid Obfigation, and bid your faid Orator take his course in Law or Equity as he should be advised; and when the faid Obligation was thus torn by him the faid J. M. there was not one Farthing fatisfied of it then, and the Money due therein is all still behind and unpaid. And he the faid J. M. from time to time hath put several delays upon your laid Orator in the feveral matters aforefaid, by proposing to your said Orator, that all differences, and the matters in dispute between your faid Orafor and the faid J. M. might be put to a Reference and left to two indifferent Persons, to end and determine the fame. And thereupon a great many Arbitration Bonds were sealed and entred nto by the faid J. M. and your Orator each to the other, (your Orator having fince loft all the aid Bonds excepting two, one of which hears late the 26th day of June, in the Year of our ord, One thousand fix hundred eighty nine, and he other bears date the 29th day of June, One housand fix hundred and ninety) to stand to the rotrament of the Persons named in the said Obligations indifferently chosen betwixt your Prator and the faid J. M. in order to end and empose all the matters aforesaid, as in and by e faid Bonds, relation being thereunto had and eady to be produced to this Honourable Court, N 4

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do more fully appear. And your Orator further sheweth, That pursuant to those Bonds, and divers other Bonds fealed, as aforefaid, betwire your faid Orasor and him the faid J. M. to the same purpose, which your said Orator hath lost touching the matters aforesaid, and made before and after the abovementioned Obligations or Bonds of Award betwixt your faid Orator andhim the faid J. M. for the composing the matters afore. faid; your faid Orator did feveral times apply himself to the said Arbitrators, desiring them that they would appoint some time for the ending and determining the matters aforefaid, which they accordingly did, and gave notice thereof to the laid I.M. but he so prevailed with the said Arbitrators on his fide before the fet time, that they perer would do any thing by virtue of their Power, for that your Orator was wholly defuded therein. All which Proceedings of the faid J. M. are ontrary to Equity and good Conscience, and tend to the apparent loss and damage of your laid 0rator. And your faid Orator being remediles for the matters aforesaid save in this Honourable Court before your Lordship, your Orators Wilnesses who could prove the truth of all the Premiffes, being fince dead, or in parts unknown your Orator. To the end therefore that the in 1. M. upon his Corporal Oath may true Anies make to all and fingular the Premisses as if part cularly interrogated and repeated; and more especially whether the said M. M. at the time of his death was not indebted to your faid Oratorin the feveral Sums aforefaid; and whether before his death he made his last Will and Testament in Writing, and who is made Executor thereof and whether the faid Will fince the fame was made and published by the said M. M. is not al rered, blotted, obliterated, razed or defaced any,

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y, and in what part thereof; and if fo, whereby whom, when and for what Reasons was the ne done: And whether the faid M. M. by the Will did not give fuch or fuch Legacies, and ce fuch or fuch Bequests to your faid Orator s before alledged; and may also fet forth and cover where the faid Will now is, and may proe the fame; and that your Orator may be mitted to examine his Witnesses and prove the e in this Honourable Court; and that the faid I may also set forth whether he the said J. M. not tear and destroy the said Bond, as afore-: And may also set forth whether the said 7. the Brother of your faid Orator did not make uncupative Will, and nominate your Orator Executor thereof. And that the faid J. M. fet forth and discover what Estate the faid M. died possessed of, interested in or intituled , and in what particulars the same consisted, how the fame hath been applied, and where remainder now is, whether any of the Secuhave been altered of the faid M. M. or ther elfe they remain as they did at the faid M's death, and that your faid Orator may a full and perfect discovery and account of faid M. M's Real and Personal Estate, and your Orator may be paid thereout what is y owing to him from the faid M. M. and that faid Orator may be relieved in all and finr the Premisses according to Equity and Good science. May it please your Lordships to t to your said Orator their Majesties most cious Writ of Subpana to be directed to him aid J. M. thereby commanding him at a cerday, and under a certain pain therein to be ted, personally to be and appear before, o.c.

Company

Company of Sationers baroing Letters Patents from veral Kings and Queens for Printing and Verdin Psalms, Primers, Almanacks, &c. and by La Patents from King James the First, consuming said Letters Patents from other his Predecessor, ving the Corporation also Power to make By Land who by virtue thereof by a By Law settled limitted 200 l. per Ann. out of the Prosits of himself 200 l. per Ann. out of the Prosits of himself, Almanacks, &c. for relief of poor Williams and Orphans of their Corporation. And the Defendation and Haberdasher and no Member of the poration, and Printing, Importing and Selling mumbers of Primers, Almanacks, &c. the Plant exhibit their Bill for discovery:

To the Right Honourable Heneage Earl of No.

Tumbly complaining, thewerh unto yo good Lordship, your Orators the Mil and Keepers or Wardens and Commonalty of Mystery or Art of Stationers of the City of L don, That King Philip and Queen Mary for avoiding of divers great Abuses and Disorder and about the Printing of Books, did by Letters Patents dated the 4th day of May, at third and fourth Year of their Reign Incorpor your Orators Predecessors by the name aforth thereby granting to them and their Succession vers great Privileges, Powers and Advantages, by the faid Letters Patents may appear. your Orators further humbly flew, That O Elizabeth having by her Letters Parents dated 26th day of February, in the three and think Year of her Reign, granted to Verney Ales, 6 tleman, the Reversion for the term of this Years, to begin from the death of John Degas Len sing of John John Land

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liam Day his Son, by himself or his Affigns, to print or cause to be Imprinted the Pfalms of oid in English Meeter and Notes to fay them. A. B. C. with the little Catechifm in English Latin, compiled by Alexander Nowell, with other Books in English and Latin which the Alexander Nowell before that or thereafter uld Make, Write or Translate, and had or ald appoint to be printed by the faid Verney y and his Affigns: And also all other Books atfoever that the faid Verney Alley should Imnt, being Compiled, Translated and Set forth any Learned Man, at the Procurement, Costs Charges of the faid Verney Alley; the fame ters Patents, with the Benefit and Advantage reof was by the Administrators or Affigns of faid Verney Alley Affigned and Set over to cer-Persons in truft for the Masters and Keepers Wardens and Commonalty of the Mystery of tioners, London. And your Orators further , That his late Majesty King James by his ters Patents, dated the 29th day of October, in first Year of his Reign, did grant unto the Corporation of Stationers, the fole Printing vending of Primers, Pfalters and Pfalms in tter and Profe with or without Musical Notes he English Tongue, except as in the faid Let-Patents, and herein after is excepted, and all mer of Almanacks and Prognostications, ch then were or should be fet forth or used Singland, thereby prohibiting all other Persons Printing or Vending the fame; which laft tioned Letters Patents were by the faid Coration of Stationers afterwards and before the dy of March, in the 13th Year of his faid thy's Reign, surrendred to his faid Majesty is faid Majesty's High Court of Chancery. And Orators further humbly shew, That his said late

late Majesty King James afterwards in confiden tion thereof, and for relief of the faid Corpor tion, out of his abundant Grace, and his com Knowledge by his other Letters Patents, m and dated upon the faid 8th day of March, int fame thirteenth Year of his Reign, therein to ting the faid feveral Letters Patents to the Verney Alley, and that the fame and the inter thereof was affigned in Trust for the said Con ration, as aforefaid; and also reciting the Letters Patents of the 29th day of October, int first Year of his Reign and the Surrender there did Give and Grant unto the faid Master a Keepers or Wardens and Commonalty and the Successors for ever, full Power, Authority Privilege to Imprint or cause to be Imprinted: manner of Book and Books of Primers, Palter and Pfalms in Meeter or Profe with Musical No and without Musical Notes, both in great small Volumes in the English Tongue, which the were or thereafter should be set forth or per ted by him his Heirs or Successors, or by any ther Person or Persons thereto by him his He Heirs or Successors authorized or to be authorized zed, to be had, used, read or taught, of by unto his loving Subjects within his Realm of land, by whatfoever name or Names, the Book or Books, or any of them then were should be called (The Books of Common Page 1997) then usually read or to be read in the Chur of England, together with all Books contained the Letters Patents of the Office of his faid jesty's Printer granted to Robert Barker and stopber Barker his Son, other than the faid b and Books of Primers, Pfalters, Pfalms in Me or Profe, Almanacks, Prognostications and Bo and Pamphlets tending to the same purpole, wh are not to be taken or construed otherwise orpor

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Almanacks and Prognostications always exed and foreprized) ftrictly prohibiting by faid Letters Patents all other Person or Perwhatfoever to Print, Utter or Sell, or cause e Primed, Uttered or Sold, or to be brought the Realm from any part or parts beyond the any other Book or Books of Primers, Pfalters Plalms in the English Tongue (except before pied) than fuch as should be by the faid Maand Keepers or Wardens and Comonalty or Successors, Printed or caused to be Printed rding to the meaning of the faid last menti-Letters Patents. And for the further relief he faid Corporation, did Give and Grant to faid Master and Keepers or Wardens and amonalty and their Successors for ever, full er, Privilege and Authority to Print and to be Printed all manner of Almanacks and nostications what soever in the English Tongue, all manner of Books and Pamphlets tending e same purpose, and which are not to be taind construed other than Almanacks and Progcations, being allowed by the Archbishop of erbury and Bishop of London, or either of them he time being, or by fuch other Person or ons as they or either of them for the time beshould in that behalf Affign or Appoint, by Name or Title foever the same should be uled, named or called, that should be Printed in the Realm of England; and therefore by ame Letters Patents for himself, his Heirs and effors did straitly charge, prohibit and comall and fingular other Printers and Bookfeland all other the Officers, Ministers and Subwhatfoever of his faid Majesty his Heirs and effors, that they or any of them at any time mes hereafter should not Print or cause to be ed, or brought from parts beyond the Seas anv

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any of the faid Almanacks, Prognoffications, of any other Almanacks, or Prognoffications, Book or Pamphlets in the English Tongue tending to the fame or like purpole, or that may be in an wife conftrued or taken as Almanacks or Progno stications, by what Titles or Additions soever the fame be, or shall be Intituled or Named : Nor Boy Utter or Sell, or cause to be Bought, Uttered of Sold any other Almanacks, Prognoffications of other Books in the English Tongue tending a the fame or the like purpose, other than sud only as should be Printed by the faid Master and Keepers or Wardens and Commonalty of the Mystery or Art of Stationers of the City of La don or their Successors, thereby for himself hi Heirs and Successors, strictly commanding a Officers, Ministers and Subjects whatsoever t aid and affift the faid Masters and Keepers an Wardens or Commonalty and their Successors the exercise of the said Privilege with effect, all matters incident to the fame, according to the true meaning of the faid Letters Patents, And the faid Letters Patents did give Power to the Masters, Wardens and Assistants of the said Co poration to make By-Laws for the management and disposition of the Premisses, besides other Pr vileges and Powers, as by the faid last mention Letters Patents, amongst other things may a appear. By virtue whereof, and of his faid M jesty's undoubted Prerogative Royal, in and touc ing Printing and Publishing of Books, and mo particularly of the Books in the same Letters ! tents mentioned, the said Masters, Keepers Wardens and Commonalty became interest therein, and all other Persons were and ought be precluded from the Printing, or causing to Printed, Importing, or causing to be Import from beyond the Seas, any of the faid Books Copi

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copies, and also from the Vending or canfing to Vended any of the faid Book or Books, which hould not be Imprinted according to the directin of the faid Latters Patents. And accordingly he faid Corporation and their Successors have om time to time in exclusion of all other Perons, enjoyed the same; and whensoever any oher Person or Persons have or hath openly armoted to infringe the faid Privilege by Printing Vending any fuch Book or Books, your Orators nd their Predecessors upon bringing Actions on e Case or some other Actions, declaring upon e aforelaid Special Matter, upon full debate and mideration thereof, have had and recovered diin Judgments at Law in the great Courts at estiminster, as by the Records thereof ready to produced may appear. And your Orators furtr humbly shew, That the said Corporation bethus duly interested in the said Books, as aeaid, did in pursuance of the Gracious Intenn of the faid Letters Patents, by certain Bys duly made and confficuted, limit and fettle ove Two hundred pounds per Ann. or fome oconsiderable part of the Profit arising therefor the relief and maintenance of poor Wiws and Orphans of the Members of the faid poration, and other poor of the said Corporan, who being very numerous, must starve may al d they be deprived thereof. Nevertheless so faid M s: May it please your Lordship, That one S. nd touc of London, Haberdasher, although he be no and mo nber of the faid Corporation of Stationers, etters H for many Years hath known or hath been inmed of the purport and effect of the said Leteepers interest Patent, or that your Orators ought to have ought enjoy the said Privileges and Interest; and fing to leveral fuch Actions at the Common Law Import been brought, and Recoveries thereupon Books Copi

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had, as aforefaid: Yer confederating with diven Persons unknown to your Orators, who when difcovered, your Orators pray may be made Parties to this your Orators Bill and Suit, with apr word to charge them; and craftily defigning to defraud your Orators of the benefit of the last mentioned Letters Patents, and by fraudulent and indired practices to pervert the Gracious and just intention and operation thereof, hath at feveral times within the space of fix Years last past, Printed or caused to be Printed within the Realm of Eng. land, or in parts beyond the Seas, upon his own account, and not upon the account, or by, or with any the Order, Confent or Allowance of the faid Masters or Keepers and Wardens or Al fiftants and Commonalty, many Thousands; Hun dreds or other great numbers and quantities of Primers, and Pfalms in Meeter or Profe, with o without Musical Notes, in great or small Volume in the English Tongue, other than such as wer in the faid Letters Patents excepted, and which are fuch as by the faid Letters Patents were gran ed to the faid Company; and as many or mo Books of Almanacks or Prognostications, t Printing or Vending whereof were by the fa Letters Patents Granted, Meant, Mentioned Intended to be granted to the faid Master at Keepers or Wardens and Commonalty of Sta oners, and hath Imported or caused to be Impo ed from fome part or parts beyond the Seas, div great numbers or quantities thereof; and he some by his Order or Privity, did take or receive and had the faid Books fo by him Printed or caul to be Printed or Imported, or some of them Sheets, Sticht or Bound in his, their, or for of their Custody or Power, and hath Sold, Co tracted or offered to Sell or cause to be Sold or the greatest or some part or parts of the s

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Book or Books, the Printing whereof were for as aforefaid, granted to the faid Corporation, the faid S. L. well knowing, as the truth is, that the fame or fome of them were not Printed or caufed to be Printed by, or by the Order or Allowance of the faid Masters and Wardens, Affistants and Commonalty, or by any other Person or Persons whiteever, lawfully or fufficiently authorized by them, and for the purpoles aforesaid; the said S. L by the Confideration aforefaid, hath by himfelf, or others to your Orators unknown imployed and ordered divers Persons to your Orators unknown, to procure the faid Books or some of them to be Imprinted, Imported and Vended. which hath been sometimes done in the Names of the faid other Persons, and sometimes of the faid 8. L. and at other times in some false or fictitious Name or Names, but always to and for the ufe and account of the faid S. L. or of him and other his faid Confederates, who privily agreed to share the Profits thereof; and are, or were, or did contract to be Copartners therein, and have, or hath unjustly gotten great Sums of Money hereby; and having now great quantities of the hid Books in Sheets or otherwise unfold, in their frome of their Custody or Power, do or doth mend and offer to Sell and Dispose the same to his Majesty's Subjects; the faid S.L. sometimes preending that he hath Imprinted or Vended the aid Books by License from, or for the Use and as, div enefit of the faid Corporation, or of fome Memnd he sthereof, whose Names he refuseth to discover, r receiv that he bought the fame of some Merchant or or caul her Importer thereof. When as the faid Mafter, f them ardens and Affistants or other the Commonalor lot for all or any of them never did, nor are by old, Co faid Letters Patents impowred to give or im-Sold a many fuch License, and are further restrained Bo

by certain By-Laws of the faid Masters, Wardens and Affistants, made in pursuance of the faid Power about fix Years fince, or before or after, and duly confirmed by the Lord High Chancellor or Lord Keeper of the Great Seal of England, and the two Chief Justices, by which, or some other fuch By-Laws then duly made, and so confirmed, It was for the avoiding of Confusion and Errors therein, and for the better support of the faid Corporation, also Ordained that the Imprinting thereof should not be promiscuous, by all the Members of the faid Corporation, but should be carried and managed by a Common Stock, depolited by the faid Members, who were to have answerable proportions of Advantage over and besides what was so, as aforesaid, limited for the Poor; and for that purpose, that the faid Books should only be Imprinted by Printers, especially appointed or approved by the faid Masters, War dens and Assistants of the faid Corporation, and not by any other Person or Persons whatsoever and that certain Stock-Keepers should be annual ly chosen to superintend the same, or to that of the like effect, as by the faid By-Laws may appear In which method the Imprinting of the fa Books for many Years bath been, and by real of the faid By-Laws, or fuch other By-Law made in pursuance of the faid Letters Paten ought to be fo managed for the future; and t faid S. L. ought not therefore to have vended a Books fo Imprinted, though bought of a M chant; nor did he really so buy the said Book But some Bill of Sale was by the Confederacy foresaid, colourably made, when in truth faid S. L. was before Owner of the faid Boo or had before in Person, or by his Corresp dents or Agents in Holland or elfewhere, belp and provided the faid Books, and some of the

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which were there Imprinted; and upon this account, or upon the account of fuch his Copartners or Confederates, as aforesaid, Imported accordingly. But the faid S. L. at other times pretends, that the Books by him, or by his Order, or to or for his Use or Account, fo as aforefaid. Imprinted, Imported or Sold, were other Books than what were by the faid Letters Patents mentioned to be granted to the faid Corporation. when as in truth they were and are the fame in substance; and if they differ at all, it was and is only in the Title Page, or in fome other minute and inconsiderable Particles or Circumstances, which was and is only by contrivance to elude the virtue of the faid Letters Patents, or elfe by negligent mistakes and errors in the careless and alle Printing thereof, to the great injury of his And particularly your Ora-Majesty's Subjects. on do aver, That all the Almanacks fo Printed, lought, Imported or Vended by, or upon the count of the faid S. L. are fuch as have been lowed by the Archbishop of Canterbury, or Biop of London for the time being, or by fuch o-Person or Persons, as they or one of them for time being have or hath authorized for that spole, or such as by the said last mentioned such Patents, or otherwise granted to the said moration; and in pursuance thereof, have and ought to be Printed by your Orators ecessors and your Orators, as might appear wiew of the faid Almanacks and other Books. the faid S. L. being conscious that he is liable make your Orator satisfaction for the same, other the said Transactions; for the Prevenid Boo thereof hath transacted and managed the orresp ters aforefaid in fo fecret, clandestine and , besp dulent a manner, that your Orators are not of d capa w

capable to make precise proof thereof, the faid S.L. refuling to discover the same or any part thereof, to that your Orators are remediles by any Action at Law, unless aided and assisted by this Honourable Court. And for a much as the faid Privilege and Interest so, as aforesaid, granted by his laid Majesty King James to your Orators, must otherwise be deseated, and not only the said poor Widows and Orphans must perish, but others of the Members of the faid Corporation by the faid finister and undue Practices be greatly prejudiced and his Majesty's liege Subjects by imperfect an undue Impressions must be abused. To the en therefore that the faid S. L. may fet forth wha Book or Books of Primers, Plalters or Plalms Meeter or Profe, with or without Musical Not in great or small Volumes, permitted by his M jesty King James or his Successors, used, read raught of, by or unto the English Subjects, as what Books of Almanacks and Prognostication in the English Tongue, or Books or Pamphl tending to the same purpose, which are not be taken or construed otherwise than as Ala nacks and Prognoffications by whatfoever Ti the same are or have been named, and by w Name or Names, and under what Title or T Pages, in particular he the faid S. L. or any l other Person or Persons, as aforesaid, by or his Order, or upon his Account, or upon the count of any fuch Copartnership or Agreemen aforesaid, or otherwise have or hath Printed caused to be Printed, as aforesaid, Imported caused to be Imported from any, and what I and places beyond the Seas, as aforefaid, bought of and from any Person or Persons Imported or pretended to Import the same, from whom, and what, and how many of

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Vending, Printing or Selling any fuch Book May it please your Lordship, The Premisses confidereded, to grant, co.

> Anthony Keck. Henry Trinder.

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Plaintiff being by Articles of Agreement to pay 8001. as a Marriage Portion with his Daughter to the Husbands Father, and the Father to charge Lands of the value of 300 l. with an Annuity of 1501. per Annum during the Lives of the Husband and Wife, and 100 l. per Annum for the Wives for ture in cafe the furvives ber Husband; and the Defendant leaving part of the Lands out in the Soile ment to the value of 2001. per Annum, and n-fusing to convey the Lands unsetled according to heticles of Agreement, the Plaintiff exhibits this Bill to compel the Defendants to fettle the Jame,

To the Right Honourable George Lord Jeffreys, Baron of Wem, Lord High Chancellor of Eng. land.

Umbly complaining, sheweth unto your 1 Lordship, your Orator E. W. of the Paris of St. Margarets Westminster in the County of Middlesex, Esquire, That William H. junior, Sol and Heir Apparent of W. H. of B. in the Count of Derby, Gentleman; did in or about the Mont of March, in the Year of our Lord God, On thousand fix hundred eighty fix, intermarry with one of your Orator's Daughters without you Orator's knowledge, And your Orator further shewerh, That soon after the said Marriage wa made known to your Orator, a meeting was de fired by your Orator with the faid W. H. femile in order to make some Provision; for the mainte er is in a land in h

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nance of the faid W. H. junior and your Orator's faid Daughter B. and accordingly at, or your Oratof and the faid William H. Jenior and W. H. imior did meet. And your Orator then discourfing to the faid W. H. fenior, about making a Provision for the maintenance of the faid W. H. innior, and the faid B. his Wife, and enquiring of him what Estate he had in Land, he the faid W. H. fmior, did then affirm to your Orator, that he and his faid Son W. H. were then jointly feized in in Estate in Derbyshire called B. and that the fame was of the clear yearly value of Three bundred pounds, whereupon your Orator and the faid W. H. fenior came to this Agreement, viz. That your Orator should pay 800 h to the said W. H. lenior as the Marriage Portion of the faid B. and that the faid W. H. fenior should settle Lands, Tenements or Hereditaments of the clear yearly value of Three hundred pounds to the use of him the faid W. H. Senior for his Life, to be charged and chargeable with One hundred and fifty pounds m Ann. during the Joint-lives of the faid W. H. mir, and the faid B. for their present maintenance, payable quarterly, and charged and chargeble with 100 l. per Ann. for the Jointure of B. a case the should survive the said W. H. junior, payable likewise quarterly with the remainder to e Heirs Males of the faid W. H. junior, and the aid B. and for failure of fuch Issue Male, the hole Estate was to be charged with the Sum of 1001 for Daughter or Daughters Portions. And en by the faid Agreement it was to be limitted the second Son of the faid W.H. Senior and his eirs. And your Orator further sheweth unto ur Lordship, That soon after your said Orator faid W. H. fenier, and W. H. junior, were come vas de · fenior the faid Agreement, Articles of Agreement te drawn up and executed by the faid W.H. mainte nano 04 Centor,

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fenior, W. H. junior, and your Orator, bearing date the fecond day of October, in the Year of our Lord One thousand fix hundred eighty fix. and therein then reciting the Marriage then had In consideration thereof your Orator did core nant to pay to the faid W. H. the elder, the Sun of Eight hundred pounds as the Marriage Portion of the faid B. in manner following, viz. Four hundred pounds at or before the Feast of the Nativity of our Lord Christ then next, On hundred pounds more with Interest at the Feat of the Nativity of St. John Baptist then next, an should give Bond of the penalty of Six hundre pounds, conditioned for the payment of The hundred pounds, at the day of Marriage, o Death of H. W. Son and Heir Apparent of you Orator, with Interest for the same at the rate of 6 per Cent. per Ann. to be paid every fix Months unt the faid Three hundred pounds be fully paid; at thereby the faid W.H. fenior, and W.H. junior, dido venant, grant and agree to and with your Orato that the faid W. H. Genior, in Mich. Term then no should Settle, Convey and Assure all his Ella Right, Title and Interest in B. in Derbyl and the Messuages, Lands, Tenements, Mines Premisses thereunto belonging, being of the of three hundred Pounds per Annum or then bours, upon himself for life, and afterwards for life of the faid W. H. the younger, and afterwa to the Heirs Males of the Body of the faid " the younger on the Body of the faid B. to be gotten, and chargeable with the payment of hundred and fifty Pounds per Annum of la Money of England, unto the faid W.H. the your during the Joint-lives of the faid W. H. the yo ger and the faid B. for their present mainten at the four most usual Feasts in the year, the payment to begin at the Feast of the Birth of

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ord Christ then next, and also chargeable with he fum of one hundred Pounds per Annum of law-Money of England, payable unto the faid B. duingher Life for her Jointure in lieu of her thirds ncase she shall survive the said W. H. her Husand to be paid her at the like usual quarterly Feasts rdays of payment in the year, by even and equal ortions, the first payment thereof to be made upn the first Feast day that shall happen after the eath of the faid W. H. the Husband, as in and by he faid Articles, under the Hands and Seals of the id W. H. Senior, and W. H. junior, ready to be proaced to this Honourable Court, may more fully od at large appear. And your Orator further shewhusto your Lordship, That your Orator pursuant the faid Agreement, did pay unto the faid W. H. in the Sum of 400 l. of lawful Money of mland, at the times of the faid Agreement apunted for the payment of the same; and hath ter and above paid 100 l. more than he was by esaid Agreement to have done, and always was d is ready to pay the Interest of the other three undred Pounds until the Principal shall become e, and then is willing to pay the Principal, and tall things to perform the faid Agreement on his in to be performed, so as the said W. H. fenior, W. H. junior, would perform their parts. And Orator further sheweth unto your Lordship. but in and by Indentures of Leafe and Releafe, Leafe bearing date the twenty fourth of Nov. d the Release the twenty fifth of November, in year of our Lord One thouland fix hundred they fix, made between the faid W. H. the elder W. H. the younger of the one part, your lator H.W. Esquire, your Orators Son and Heir marent, J. L. of D. in the County of Derby-", Esquire, and M.S. of the same, Esquire, of other part; the faid W. H. the elder, and

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W. H. the younger, in confideration of the fail Marriage and Marriage Portion of the fait B. and for providing a competent Jointure for the faid A did convey unto your Orator, the faid H.W. 7. L. and M. S. all that Mansion House strate lying and being in the Parish of P. called or known by the Name of B. now in the occupation of the faid W. H. the elder, his Affignee or Affignees and also all that Meffuage or Tenement, firm and being in B. aforefaid, now or late in the co cupation of N. W. his Affignee or Affignees, an alfo all those several Closes, pieces and parcels Ground, lying and being in B. aforefaid, now late in the feveral tenures and occupations of the faid W. H. the elder, J. M. R. W. and N.W. or Assignees; and all Houses, Edition Buildings, Barns, Stables, Beaft houses, Bathides Fold-yards, Gardens, Orchards, Mines of Cole Iron, and Stone, Woods, Underwoods, War Waterings, Eafments, Profits, Commodities, He reditaments and Appurtenances whatfoever to faid Mansion House, Mesuages, Cortages, Lan Closes, pieces and parcels of Ground and Pr misses, or any of them belonging or in any wi appertaining, lately purchased by the said Wil the elder and W. H. the younger, of J. S. t. elder, of R. N. in the faid County of Derby, B And the Reversion and Reversions, Remainder a Remainders, yearly and other Rents and Pro referved, due or payable upon any Demile Demifes, Leafe or Leafes of the Premiffes, or part or parcel thereof, and all the Estate, Rigi Title, Interest, Use, Possession, Proportion, perty, Truft, Claim and Demand whatfoever of the W. H. the elder, and VV. H. the younger, a either of them, of, into and out of the same Pi miffes, and every or any part or parcel there

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the Use and Behoof of the said W. H. the er, for and during his natural Life, without ihu eachment of, or for any manner of waste. Neenheless upon this Condition. That the faid H. the elder shall well and truly pay or cause be paid during his Life, the Sam of one hundred nd fifry Pounds per Annum at the four most usual easts or days of payment in the year, that is to y, at the Feast of the Nativity of our Lord, the nnunciation of the bleffed Virgin Mary, the Naity of St. John the Baptist and the Feast of St. ichael the Archangel, by even and equal porons (the first payment thereof to be made at or on the Feast of the Nativity of our Lord then nt enfuing) unto the faid W. H. the younger, ring the Joint-lives of the faid W. H. the younr, and the faid B. his Wife; and the Sum of one ndred pounds per Annum after the death of the W. H. the younger, by the like quarterly paynts, unto the faid B. H. for her Life if the Chall rive the faid W. H. the younger, and from after the death of the faid W. H. the elder. n to the use of the said W. H. the younger, and during the term of fourfcore and nineteen is, if the faid W. H. shall so long live, without eachment of, or for any manner of waste, and mand after the end, expiration or other fooner emination of the faid term of fourfcore and faid H. VV. J. L. and M.S. and their Heirs, tog the Life of the faid W. H. the younger upout, to support and preserve the Contingent and Estates therein, and herein after mened, from being defeared and destroyed, and hat purpose to make Entries, and bring Actions case shall require. Nevertheless to permit luffer the faid W. H. the younger and his to receive and take the Renes, Islues and **Profits**

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Profits thereof during his natural Life, and from and after his decease to the Use and Behoof of the first Son of the Body of the faid W. H. the your ger, on the Body of the B. his Wife, lawfolly m be begotten; and of the Heirs Males of the Body of fuch first born Son iffuing, and for default of fuch Iffue, then to the Use and Behoof of the fecond, and all other the Sons of the faid W.H. junior on the Body of the faid B. in tail Male: and for default of fuch Issue, then to the Use and Behoof of 7. H. the second Son of the faid WH the elder for the term of his natural Life; and from and after his decease to the Use and Believe of the Heirs Males of his Body, lawfully to be begotten; and for default of fuch Iffue, then to the Use and Behoof of P. H. the third Son of the faid W. H. the elder, for the term of his natura Life: and from and after his decease, to the Ul and Behoof of the Heirs Males of his Body law fully to be begotten; and for default of fuch Illu then to the Use and Behoof of your Orator th faid H. W. F. L. and M. S. their Executors, A ministrators and Assigns, for and during the ten of two hundred years to come, from and all the death of the faid WV. H. the younger, fully be compleat and ended, without impeachment or for any manner of waste; and from and in the determination of that Estate then to the " and Behoof of the faid VV. H. the elder, his He and Affigns for ever. And it is therein declare That your Orators the faid H. VV. 7. L. M. S. their Heirs and Assigns, and such He Male, or Heirs for the time being, on whom t Premisses shall descend as aforesaid, shall stand a be feized of the Premisses aforesaid, upon this Co dition. That they or one of them shall, duri the life of the faid B. if the faid B. shall survi the faid VV. H. the elder and VV. H. the young

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well and truly pay or cause to be paid unto the aid B. H. or her Alligns out of the Rents, Iffnes or Profits of the Premisses, the yearly Rent or fum of one hundred Pounds of lawful Money of Engat the aferciaid Fealts or days of Payment in the year, by even and equal portions (the first payment to be made upon the first of the laid full Feast-days, which shall happen after the heath of the laid VV. H. the younger) for ther ointure, and in lieu and bar of her Dower, and o no other use intent or purpose whatsoever. And is thereby agreed. That the Term and Estate for two hundred years therein limited upon Itust and Confidence, that in case the said VV. H. he younger should die having no Issue Male of his body on the Body of the faid B. begotten or born fier his death; or if the Issue Male begotten beween the faid VV. H. the younger and B. shall-all appen to die before his or their Age or Ages of ne and twenty years, without Issue Male of his their Body or Bodies lawfully to be begomen; nd that there be one or more Daughter or laughters of the Body of the faid VV. H. the ounger on the Body of the faid B. begotten and on either before or after the decease of the faid W.H. the younger, that your Orator the faid H. 1.7. L. and M. S. and the survivor of them, his accutors and Administrators, shall by and out the Rents and Profits of the Premisses limited saforesaid, for the said term of Two hundred ars, by Leasing, Demissing or Sale thereof, for or any part of the faid Two hundred years, and pay to and for such Daughter and Daughis, the Sum or Sums of Money following, that to fay, if there shall be one such Daughter and more, then the Sum of Twelve hundred ands; if two or more such Daughters, then the Twelve hundred pounds to be equally divided between

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between them, for the Portion or Portion of fuch Daughter or Daughters, to be paid to each of them respectively at her Age of eighteen Years or day of Marriage, which shall first han pen. And the faid W. H. the elder, and W. H. the younger, for themselves, their and either of their Heirs, Executors and Administrators, did Covenant, Promise and Grant to and with your Orator the faid H. W. J. L. and M. S. and either of them, their Heirs, Executors, Administrator and Affigns, That the faid Mansion House, Contages and Closes, Tenements and Hereditaments and all and fingular the Premisses, then were and fo should from time to time, and at all times the after, remain, continue and be unto your Orato the faid H. W. J. L. and M. S. their Heirs and Affigns to the Uses aforesaid, free and clear, and freely and clearly acquitted, exonerated and dil charged of and from all and all manner of forme and other Gifts, Grants, Bargains, Sales, Join tures, Dowers, Wills, Intails, Fines, Amercia ments, Statutes, Recognizances, Executions, Ex tents, Seizures, Caufe or Caufes of Seizures, Fo feitures, Debts, Titles, Troubles, Charges an Incumbrances, Claims and Demands whatfoever had, made, done, suffered, executed or comm ted, or to be had, made, done, fuffered, execu ted or committed by the faid W. H. the elder an W.H. the younger, or either of them, or at other Person or Persons whatsoever, lawful claiming or to claim by, from or under his them or either of them, as in and by the la Indentures of Lease and Release, ready to be pr duced to this Honourable Court, may more full and at large appear. And your Orator furth theweth unto your Lordship, That at the time whe the faid Indentures were Sealed and Delivere the faid W. H. Senior did affirm to your Orator, the

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he faid Land and Premisses so conveyed, as forefaid, were of the clear yearly value of Three nundred pounds, and were free from all manner of Incumbrances; and did then promise that he would pay the faid One hundred and fifty pounds Annua to the faid VV. H. junior, for the prefent naintenance of him the faid VV. H. junior, and B. is Wife; and your Orator well hoped that the aid Lands and Premisses so conveyed, as aforeaid, had been of the clear yearly value of Three hundred pounds per Annum, and free from all Inumbrances; and that the faid VV. H. the elder, yould have well and truly paid the faid One undred and fifty pounds per Annum, for the preent maintenance of the faid VV. H. the younger, d the faid B. his Wife. But fo it is, may it lesse your Lordship, That the faid VV. H. the der, by contrivance and combination with the W.H. the younger, and with delign to deand your Orator of the Money so paid and need to be paid by your Orator as the Marriage mion of the faid B. and to defraud the faid of her present maintenance and also of her inture in case she shall happen to survive the WW.H. the younger, hath caufed divers Lands, mements and Hereditaments of the yearly ine of two Hundred pounds and upwards to be out of the faid Indentures of Settlement, hich were intended to be included, and now ttends that the same were no part of B's Lands, awful spurchased distinctly by themselves, and that er hin refore they ought not to be fettled, for that he the fa by the faid Agreement to fettle only the Lands be pr longing to B. and by that means hath not conore full ed above One hundred pounds per Annum, of furth newho faid Three hundred pounds per Annum, which agreed should be settled to the uses aforefaid, livere which should be charged with One hundred tor, th and

and fifty pounds per Annum, for the prefent min tenance of the VV.H. the younger and B. his Wife. as aforefaid, although the faid Lands which are lest out of the faid Indentures or Deeds of Set tlement, adjoin up to the very Lands that the faid VV. H. owns to belong to B. and the faid Lands, fo as aforesaid, left out of the said Sente ment, have been always fince the fame were purchased, reckoned as part of the Lands belonging to B. by all persons dwelling thereabouts: an he well knows that the true meaning of the fair Agreement was, that Three hundred pounds a Annum, clear of all Incumbrances, should be fee tled to the uses aforesaid, which he the said W H. the elder hath been fo far from fettling, the he hath made no other Settlement than the Land comprized in the faid Indentures of Leafe an Release: which said Lands fall short Two has dred pounds per Annum or more, and are all mortgaged as is pretended to one 7. B. for For hundred pounds, or some other great Sum; a the other Lands not fettled, are charged with A nuities or Sums of Money, to a very great value as the faid VV. H. pretends, and therefore he pr tends he can make no other provision than is ready made. And the faid VV. F. junior, by persuasions of the said VV. H. the elder, dothing time to time, as the faid One hundred and it pounds per Annum, and which ought to be iffu out of Three hundred pounds per Annum becom due, release the same to the faid VV. H. theele fo that the faid B. hath not had fix pence for maintenance fince the faid Marriage, but I have starved unless your Orator had taken car her; and yet he the faid VV. H. the elder threa to fue your Orator upon the faid Bond, for T hundred pounds entred into by your Orato atoresaid, and refuseth to convey the said

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unfettled, upon pretence that the fame are meth to discover what Incumbrances are moon m, and also what Incumbrances are upon Lands fettled; and they the faid W. H. the er and W. H. the younger, do utterly refuse to m the faid Agreement; and the faid J. B. to enter upon the Lands fo conveyed, sforefaid, the faid Mortgage as is precended forfeited, so that your Orator's Daughter is danger of being utterly ruined. In tender coneration whereof, and foralmuch as your Orais unterly remediless in the Premisses by the Rules of the Common Law, having no way means to obtain a discovery of what Incumes are upon the Lands fettled, but by the ts of the Confederates, nor to compel an ation of the faid Agreement but in a Court uity before your Lordship, and the rather at your Orator's Witnesses are either deada d the Seas, or in places remote, and to Orator unknown. To the end therefore the faid W. H. the elder and W. H. the younmay upon their feveral and respective Cor-Oaths, true, full, distinct, direct and perniwer make to all and every the matters and herein and hereby charged, as it they and of them were particularly interrogated to particular matter and thing; and that the H. the elder and W. H. the younger, may warly fet forth what Agreement was made in the faid W.H. the elder, and W.H. the , and your Orator; whether your Orais not to pay Four hundred pounds, and en can threa hundred pounds, and Three hundred pounds, for T in is before fet forth; and whether the . H. the younger hath not received a Orator aid L fed pounds more; and whether the faid

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W. H. the elder was not by Agreement to feet Three hundred pounds per Ann, clear of Incombrances to the uses aforesaid, chargeable with One hundred and Fifty pounds per Annum, durin the loint-lives of them the faid W.H. the young and B. his Wife, for the present maintenance them the faid W. H. the younger and B. his Will payable quarterly, as aforefaid, and may fer for how much hath been paid thereof, and what A quittances, Discharges or Releases have be given by the faid W. H. the younger, to the fa W. H. the elder, and for what confideration, a may discover what Incumbrance there are up the Lands fettled and unfettled; and whether hath not received all, or the greatest part of Money: And that the faid W. H: the elder, W. H. the younger may be compelled by Decree of this Honourable Court to fettle Th hundred pounds per Annum, free from all Inc brances to the uses aforesaid, and chargeable One hundred and fifty pounds per Annum, and Hundred pounds per Annum, as aforesaid, an execute the faid Agreement in every part the And that your Orator may keep the faid Int of the faid Three hundred pounds, and the cipal, when due, in his hands until the fan performed, and your Orator may have fuch ther and other relief in all and fingular the misses as is usual in cases of this nature. M please your Lorship, &c.

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The Complainants Wives former Husband baving recived 60 1. of the Defendant S. J. ber Money (being ber share of 2001. given to ber and five other Brothers and Sifters by King Charles the Second) who gave Bond to T. N. another Defendant, Truftee for S. J. to pay the same to ber at Twenty one years if Age or day of Marriage; and the Plaintiffs former Husband baving laid out in Maintenance, Education and putting forth Apprentice the Said S. above 60 1. whe she attained the Age of 20 years Marries one T.], and the Complainants Husband dies, and to whom he Administers, and finding his Estate insufficient to pay bis Debts, gave up bis Estate to bis Creditors, who made not above Nine shillings in the pound; and the Defendant R. N. the Trustee professing the Bond at Law against the Complainant and ber now Husband, whom the married with fince ber Adminifiration, the Complainants exhibit this Bill for relief, and to have the Bond delivered up.

Tithe Right Honourable George Lord Jeffereys, &c.

Lordhip, your Orator and Oratrix W. S. S. his Wife, that his late Majesty King whith the Second, did in or about the Year of Lord, 1669, give the Sum of 300 l. to one I who afterwards married one T. J.) one of Daughters of H. S. late of P. in the County S. Gardner, and her Brothers and Sisters being in number, to be equally divided amongst in number, to be equally divided amongst in And that the said S. S's share amounting the Sum of Threescore pounds, the same was dinto the Hands of R. S. your Oratrix S: her mer Husband. And your Orator and Oratrix ther shew unto your Lordship, That one R. N. Being

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being Trustee for the said S. S. did soon after the payment of the faid 60 1. to the faid R. S. apply himself to the laid R. S. and did request him to enter into Bond for fecuring the repayment thereof to the faid S. S. when she should attain her Age of One and twenty years or be married, which should first happen. And your Orator and Oratrix further shew unto your Lordship, That the faid R. S. did enter into one Bond or Obligation. bearing date on or about the last day of February, in the faid year of our Lord One thousand fix hundred fixty nine, unto the faid R. N. of the penalty of One hundred and twenty pounds, conditioned for the payment of Sixty eight pound twelve shillings, unto the faid S.S. at or upon fuch day or time as the faid S. S. should come to and attain her Age of One and twenty years o be married, which of the faid days and time should first come and happen. And in case the faid S. S. thould happen to die or depart this Li before the should attain the Age of One at twenty years or be married. That then the la S. S. his Executors, Administrators or Assign should pay the said Sixty eight pounds twelf shillings to the faid R. N. in trust for the Broth and Sifters of the faid S. S. or fo many of them should be then living, as in and by the faid Bo or Obligation, and Condition thereof, had yo Orator and Oratrix the fame to produce, wo more fully and at large appear. And your O tor and Oratrix further shew unto your Lords That the faid S. S. when she was about three ye of Age was fent to the House of the said A and dwelt at his House from her said Age three years, until she was eleven years of Age thereabouts, and was all that time maintained Meat, Drink, Washing, Lodging and Cloath Monies laid out by the faid R. S. for her and

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beruse, and had several fits of Sickness, and parnicularly the Small Pox, the charges whereof were paid by the faid R. S. And at her Age of twelve years or thereabouts, the faid R. S. provided a Miffrels for her the faid S. one Miffrels M. M. who was a Sempstress, and the said S. S. was bound to her as her Apprentice. And he he faid R. S. paid to the faid M. M. for the faid & S. the Sum of 32 L and in the faid Eight or nine years, when the dwelt with him, the faid R.S. expended and laid out for the faid S. S. and forher use, much more than 60 1. And your Omor and Oratrix further shew unto your Lordhip, that the faid R. S. died about Fourteen years ago, and foon after his decease your Oratrix who was his Widow and Relict, took out Letters of Administration, but finding his Estate would not pay his Debts, gave up all his Estate whateu to his Creditors, who made not above Nine illings in the pound thereof, your Oratrix not howing any thing at that time of the Bond aforeid. And your Orator and Oratrix did after that Intermarry, and the faid S. S. did live unmied till after the did attain her Age of One nd twenty years; and when she was about the ge of Twenty four, the the faid S. did Intermatwith one T. J. who is fince dead; and both faid S. when the was fole, and the faid T. J. S. after their Intermarriage, being very fenof what Monies the faid R. S. had expended the account of and for the use of the said S. indeclared (after they knew there was fuch a d) that they would never defire a Penny of it, would ever confent the same should be put in but did promise often to procure the same to delivered up to your Orator and Oratrix to tel the fame. And your Orator and Oratrix hoped that the faid Bond would have been P :

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delivered up, and that your Orator and Oration should not have been put to any trouble or charge by reason of the same standing out against your Orator and Oratrix. But now so it is, may it pleafe your Lordship, That the faid R.N. in whole Name the faid Bond was taken in truft for the faid S. S. now S. 7. Combining and Confederating himfelf with the faid S. J. and one A. S. one of the Brothers of the faid 8, and deligning uning advantages to himfelf, hath caused the faid Bond to be put in Suit against your Orator and Oratrix. and threatens to recover the penalty of your O ratorand Oratrix, and fometimes pretending that he had directions so to do from the said S. before her Intermarriage with the faid T. J. and some times pretending he was ordered to to do by the faid T.T. and the faid S. after their Intermarriage and at other rimes pretending that he cannot per form the trust in him reposed, for and on the half of the faid S. now she is a Widow, unless profecutes your Orator and Oratrix upon the fai Bond: And at other times he pretends that the faid Bond was assigned to the faid A. S. the Br ther of S. by the faid T. 7. in his Life-time; an that the faid A. S. did Order him to put the fa Bond in Suit against your Orator and Oratin And the faid R. N. S. J. and A. S. do well kno in their Conscience, that the said S. F. receiv of the faid R. S. and he did lay out for her mu more Money than the faid 68 /. 12 s. which ou to be allowed in discharge of the said Bond; in ther did the faid T.J. and S. during the ti they were married, or the faid S. either before after her Intermarriage ever give any order or rections for fuing of the faid Bond; nor did faid T. J. ever affign the faid Bond to the faid A or any other Person or Persons, but the said s

is willing the fame should be delivered up and cancelled; and yet the faid R. N. refuseth to deliver no the faid Bond to be cancelled, and hath put the fame in Suit against your Orator and Oratrix. All which doings and pretences of the faid R. N. and other the Confederates, are contrary to Equiny and Good Confcience, and tend to the manifi wrong and injury of your Orator and Orain In tender confideration whereof, and foramuch as your Orator and Oratrix are remediles in the Premisses by the strict Rules of the Common Law of the Land, the faid Bond being made in the faid R. N's Name: And your Orator and Oratrix having no way or means to obtain a Movery of what Sum or Sums of Money, the hid S. received of the faid R. S. and were laid or by him for her use, nor to compel the Allownce of the same in discharge of the said Bond, by the aid of this Honourable Court; and rather for that the faid R. N. fues the Bond mout the direction of the faid S. J. for whom stands intrusted, as aforesaid. And your Oraand Oratrixes Witnesses are either dead, beand the Seas or in places remote, and to your hor and Oratrix unknown. To the end therethat the faid R. N. A.S. and S. 7. may upon ir several and respective Corporal Oaths, true, distinct, direct and perfect answer make to and every the matters and things herein and by charged, as if they were particularly inogated to every particular matter and thing. that the faid R. N. may particularly upon Oath fet forth whether he had any Order or edions from the faid T. 7. in his Life-time, or the faid S. either before or fince his death, when or from whom elfe, and when and ther he was not ordered the contrary by the 7.7. and S. or one of them, and that he be P 4

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decreed to deliver up the faid Bond to your Ontor and Oratrix; and that your Orator and On trix may have such surther and other relief in and singular the Premisses as is usual in Cases this Nature. May it please your Lordship to granunto your Orator and Oratrix,

Complainant baving 701. due to him, part of 300 agreed to be paid him as his Wives Portion by he Pather and in Arrear at his death, and also shan an Estate in Right of his VVise, left her by her R ther's VVise, who made his VVise Executrix them and she neither paying the Arrears of his Portion, making a dividend of the Estate in her Listin and dying and making two Executors, and the I fendant being the surviving Executor, the Plaint exhibits his Bill against him for the same.

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To the Right Honourable Francis Lord Guillo Lord Resper of the Great Seal of England.

Lordship, your Orator W. W. of the in the County of S. Bookseller, That about Month of September, which was in the year of Lord God One thousand six hundred sity so your Orator Intermatried with one M. T. Day ter of J. T. late of E. B. in the said Count S. Clerk, deceased; and before the said Marriage Solemnized, the said J. T. did promise pay unto your Orator the sum of Three hundred, and in pursuance of the said promise in his Life-time pay unto your Orator at sepayments the Sum of Two hundred and the pounds; and on or about the month of M.

one mouland fix hundred fifty fix, he the faid T. made his last Will and Testament in Writbearing date the one and thirrieth day of the Month of March, and in and by the faid Will, after feveral Legacies and Bequests therein mentioned, he did Will and Appoint that after hi Wife shall have fatisfied his Ingagements by Comants upon Marriage, that the overplus of his That should be disposed as followeth, viz. That me Moiery be laid out for his Son John and his Children, as also his former Legacy of thirty Pounds, at the discretion of his Executrix, and hat the other Moiety of the overplus of his Estate equally divided between his Son Andrew and your Orator's Wife Mary aforesaid, after his Funeral Charges and other disburfments defaulked: nd doth allo order his Wife E, whom he makes recutrix of his faid Will, that she should fell his bule and Land, then in the possession of the idow B, as in and by the faid Will, relation ing thereunto had, amongst divers other things doth and may at large appear, and to which more certainty your Orator doth refer himfelf. dyour Ocator further sheweth, that about the er of our Lord God, one thousand fix hundred y eight, the faid J. T. departed this Life, and faid E. his Widow and Relict proved the faid and took upon her the execution thereof. fold the House and Lands aforesaid; and only after the death of the faid J. T. the Teator, viz. about the year of our Lord God One uland fix hundred fixty one, and before any hidend made of the Estate according to the laid III, T. J. the Son departed this Life, his Wife all his Children being dead before fuch his parture; whereby as your Orator is advised, Moiery of the Legacy given to J. the Son his Children by the Will aforesaid, belongeth

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to your Orator in right of his faid Wife an the other Moiety to A. T. Brother of the fail J. who is yet living. And your Orator shewesh That the faid E. T. by virtue of the Executive ship aforesaid, did possess herself of a confiderable Estate of the Testators, consisting in Ready Money, Plate, Jewels, Housholdstuff, Bonds, Bills, Mortgages and other things, to the value of two thousand Pounds and upwards; and also sold de faid House and Land according to the direction of the Will aforefaid, sufficient to pay all the Teflators Debts and Legacies with a great overplus to be distributed amongst the residuary Legates, according to the intent and meaning of the Will aforesaid. And your Orator did divers times apply himself to the faid E. and requested her than the would pay your Orator the Seventy pounds, remainder of the Three hundred pounds, which your Orator wasto have as a Martiage Portion a aforefaid; and also that she would proceed to ma a dividend of the faid I. T's Estate, according the direction of the faid Will, and account, pay to your Orator what was due to him in rig of his said Wife, which she the said E. divers tim promised to do: And your Orator being unwi ling to have any Controversie with one so near related to his faid Wife; and being also unskill in Matters belonging to the Law, did forbear commence any Suit for recovering of his rig during the Life of the faid E. especially for the there is a Clause in the said Will, which doth pr vide, that if any of the faid Testator's Childre fhould molest the said E in the execution of t faid Will, that from thenceforth all fuch Legaci should be null and void; and for that reason yo Orator was contented to wait patiently, veri believing that she the said E. would at last fait fully and justly perform the faid Will, and d char

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nd di char dange the Trust thereby in her reposed. And wlaft, the the faid E. T. departed this life, but bore her faid Death she made her last Will and Testament in Writing, and appointed I. Fr of K. the County of Cambridges Clerk, and one A. M. secutors thereof, fince which time the faid Mais Ded, and the faid F, being the furviving Excfor, hath proved or pretends to have proved faid Will, and by virtue thereof, or by fome the way or means under fome pretence hath offested himself of the faid Personal Estate of faid E. T. with all Bills, Bonds, Mortgages other Securities; and also all the Plate, els Housholdstuff and other Personal Estate onging to the faid E, and of which the was effeled at the time of her Death, amounting in whole to Sixteen hundred pounds and upds And your Orator foon after the Death of hid E. did apply himself to the faid J. R. did demand of him the faid Seventy pounds to your Orator for his Portion as aforefaid. allo your Orator's share of the Estate of the T. due to him in right of his Wife as aforewith Interest for the fame from the time it to have been paid. But now fo it is, may eafe your Good Lordship, that the said J. F. ading to deal fraudulently with your Orator to deprive your Orator of what is his just Joth pretend that by certain Articles of Agreemade before the faid J. T. Intermarried with hid E. he the faid J. T. was obliged at his to leave his faid Wife worth Six hundred nds or fome fuch great Sum, which was more, he pretends, than all the Estate of the said the time of his Death did amount unto, that he was greatly indebted unto divers

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other Persons in great Sums of Money, and the the faid E. T. had not Affect of her faid Husband Effecte, and that the alfo died in a mean and po Condition: and that at the time of her Death is was indebted to divers Persons by Bonds, Inde ments, Recognizances, and other Securities of an higher nature than the Debts due to your On eor, and that he hath not proved the Will of the faid E. or taken upon him the Executorship, and that little or nothing of the Estate is come to h Custody or Possession, at other times alledging that in regard your Orator's Wife is Dead, the is nothing due to your Orator, and that if you Orator should commence any Suit against his eigher at Law or in this Honourable Coun, would be an absolue forfeiture of the share an proportion of your Orator in the right of Wife by virtue of the Will of the faid I. T. wi divers other flight and frivolous pretences, who by to defeat your Orator of his just Right. though in truth the faid J. F. well knoweth, t there never was any fuch Articles or other Ago ments between the faid J. T. and his faid Wi he doth alledge, or if there were, it was fo far less Sum than he now pretends, and the la was wholly fatisfied by the faid I. T. by fettlement of Lands or Tenements, or by payment and payments of Money to lone fon or Persons in Trust for the faid E. purso to fuch Agreement if any fuch were, and d also know, that a considerable Estate of the J. T. did after his Death come unto the hand the faid E and that the exhibited an Invent thereof to the Sum of Two thousand pounds upwards; and the faid J. F. also knowns, that faid E. at the time of her Death was possesse a plentiful Estate, which is since come to Ha

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finds, Power or Cuflody, or to the Hands lower or Cultody of some other Person or Perans by his Knowledge, Order, Privity or Conent, although he endeavours to conceal the fame. ad hath exhibited no Inventory thereof, or if he hath exhibited any Inventory, many things are mined and short of what the truth is, and the goods therein mentioned are apprized at low as and undervaluations, far short of what they worth; all which Actings and Doings of the Id J. F. are contrary to Equity and good Consence, and tend to your Oracors great wrong. tender confideration whereof, and for that or Orator is not relievable by the strict Rules the Common Law nor elfewhere, but in this mourable Court before your Lordship, where mers of Fraud or breach of Trust are heard determined, and for that the Witnesses who ald prove the faid Agreement, are either dead one beyond the Seas into places remote or nown to your Orator: Therefore that the I. F. to whom the truth of all and fingular premisses are well known, may upon his poral Oath fet forth and declare the truth of and fingular the premisses, as if the same were the Prayer of this Bill particularly reiterated, ated and interrogated, so that your Orator be relieved according to Right, Equity and Conscience. May it please, Oc.

A Bill for discovery of a Bond lost.

Umbly complaining, sheweth unto your Lordship, your daily Orator E. S. of the shofst. M. VVestminsterin the County of Mides, Gent. That one J. G. of R. in the Pasid Harrow upon the Hill in the County of Mid-

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Middlefex, Yeoman, did on or about the Pour teenth Day of Fansary, in the nine and twentieth year of the Reign of his lare Majesty King Charles the Second, enter into one Bond or Obligation of the Penalty of Fouricore pounds, conditioned for the payment of Forty pounds to your Orator at a certain Day now past, and ought to have paid the faid Sum of Forty pounds with lawful Interest therefore unto your Orator. But now fo it is, may it please your Lordship, that the said Bond or Obligation being by casual means come to the Hands of the faid J. G. or to the Hands of S. A. of, or. or one of them, they the faid 7.6 and S. A. do combine and confederate themselve with divers Persons to your Orator unknown w tole Names when discovered, your Orator pray may be inferted, and they made Parries hereund with apt words to charge them how they ma deseat and defraud your Orator of the faid M ney due upon the faid Bond or Obligation. At for that end and purpose do sometimes preter and give out in Speeches, that the faid J.G. d never enter into any fuch Bond or Obligation aforesaid; and at other times, that the said J. or some Person by his Order did long since late the fame, and that your Orator did deliver up faid Bond; whereas the truth is, the faid Bo was never fatisfied by him the faid 3. G. or other Person or Persons whatsoever, but the la being come to the Hands, Custody, Power Possession of them the said J. G. S. A. or one them, or to the Hands, Custody or possession some other Person or Persons, by and with their one of their Privity, Confent or Procurement, and with the Confent, Privity or Procurement some other of the Confederates, the faid J.G.d. utterly refuse to pay your said Orator the said of 40 4 with Interest, or any part or parcel the

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of, although he hath been in a fair and friendly manner thereunto requested by your faid Orator. All which faid fayings and doings of the faid 3.G. and S. A. and the rest of the said Confederates are contrary to Equity and Good Conscience, and tend to the manifest injury and prejudice of your Orator. In tender Confideration whereof, and forasmuch as your Orator by the strict Rules of the Common Laws of this Kingdom cannot compel the faid J. G. and S. A. and the rest of the Confederates to discover the truth of the Premisses: And forasmuch as your Orator's Witnesses that could prove the same, are either Dead, beyond the Seas or in places remote and to your Orator unknown. But your Orator hopes the hid J. G. and S. A. will upon their Corporal Oaths discover and let forth the truth of the Premisses and deliver up the said Bond unto your Orator, when thereunto by this Honourable Court required. To the end therefore that the faid J.G. may fet forth and discover whether he hid not on or about the faid Fourteenth day of Janum, in the faid Nine and twentieth year of his late Majesty King Charles the Second, or at any other or what time enter into one Bond or Obliption of the penalty of Fourscore pounds for the payment of Forty pounds with Interest to your Orator. And that the faid J. G. and S. A. and the rest of the Confederates when discovered, may mon their Corporal Oaths fet forth and discover whether the faid Bond or Obligation be not come their, or some or one of their Hands, Custody and Possession, or to the Hands, Custody and foliefion of some other Person or Persons, by with their, or some of their Privity, Knowege, Consent or Procurement. And may fee orth where the same is, and when last they saw tesame, and in whose Hands, Custody and Pol-

fellon the fame then was, and whether the lan be Burnts Cancelled, Obliterated or any one way Defaced or made away, and how, where and when the same was done. And that the said 7. G. and S. A. and the rest of the faid Confederates when discovered, may true, full distinct and perfect answer make to all and fingular the Pro miles, and may be compelled to deliver up the far Bond or Obligation, or that the faid 7. G. mir be compelled to pay the faid Monies due upon the faid Bond; and that your Orator may have fuch relief in all and fingular the Premisses, as is ufual in Cases of this Nature. May it please your Lordship to grant, Oc.

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A Petition in Chancery.

edition to the Lord Reeper, That Publication may
us in the Cause the first day of the ensuing Term,
whithstanding the Desendants craved a Commisin in delay of the Plaintiff; and that his Lordin will appoint some day towards the latter end
the Term for hearing of the Cause.

E. M. Widow Plaintiff.

T.P. Baronet, and E. H. & al Defendants

To the Right Honourable Sir John Somets, Knight, Lord Keeper of the Great Seal of England.

The Humble Petition of the Plaintiff

Marth,

HAT your Petitioner Exhibited her Bill against the Desendants in Michaelmas Term, 1693. who delaied your Peter two Terms before they put in their Ana; and afterwards your Petitioner replied, namined all her Witnesses in Court; and aft Term gave the first Rule for publication which the Desendants in delay of Petitioner, eraved a Commission, by means your Petitioner is disabled to the Cause to hearing the next Term; sing to the usual Practice of the Court.

Now

Now for that the Cause has depended near

Now for that the Caule has depended near two Years, and been twice delaied by the Defendants,

Your Petitioner bumbly prays your Lordhip
That notwithstanding such Commission, Publication may pass the siste day of the on
Term, and that your Lordship will be pla
sed to appoint some day towards the late
end of the same Term for the bearing
this Cause. And your Petitioner shall pa

Walley Philapping

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Pleas and Answers.

The Plea of R. E. one of the Defendants to the Bill of Complaint of W. H. an Infant, by T. C. Gent, his next Friend and Guardian, Complainant.

The Defendant being a Trustee for younger Children,
Pleads in Bar to the Heirs Bill, to Accompt
and Discover a former Decree of this Court, and
two Reports of the Master, before whom his
Accompts were Stated, and Reported and Confirmed by Decree of this Court.

HE faid Defendant by protestation, not true Bills confessing or acknowledging all or any of Accompt of the matters or things in the Com- and Discot lainants Bill of Complaint contained, to be true; very fuch fort, manner and form, as the fame are (seed. 1.) erein and thereby fer forth and alledged, The nd of the Complainants Bill being to call this thendant and J. H. the elder, the other Defentin the Bill named, to an Accompt, for their lecipts and Disburfements, relating to a Trust certain Lands and Tenements in the Bill partibrly mentioned, to be leafed or granted by F: the Plaintiff's Father, to the faid other Deant 7. H. the elder, and to one D. B. and W. fince dead, for a long term of years yet in bein trust for raising Portions for E. H. fince mied to J.W. the younger, and for one H. H! faid E. and H. H. being two of the youn-Children of the faid 7 H, the Father) to be them at their Ages of One and twenty years, Marriage, with interest for their maintainance their Pertions were payable; Charging, That

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the faid B. acted in the Truft, and had affigned his Interest to this Desendant, and also that the faid 7. the Father had before the faid Leafe, upon good confideration, executed some Deed, where. by he had fettled all the Premisses to the use of the Plaintiff and his Heirs, in general or special Tail, and praying a discovery and delivery to him of the faid Deed, and of all other Deeds concerning the Premisses: This Defendant for Plea to the faid Bill of Complaint, and all the matters and things therein contained, doth fay, That in or about the Term of St. Hillary, in the Year of our Lord, 1686. the faid J. VV. the younger, and Eliz. his Wife, and the faid H. H. then an Infant, by his Guardian Complainant, exhibited their Bill of Complainant into this Honourable Court, against the now Complainant, and the faid 7. PV. the elder; And this Defendant R. A. thereby fetting forth, That the faid J. H. the Fa ther being feized of divers Lands and Tenements lying at S. and B. in the Parish of H. in the County of VV. (being the fame Lands and Tene ments in and by the now Complainant's Bill men tioned and intended) Did, for Provisions and Po tions for his younger Children, make a Let thereof to the faid B. J. VV. the Elder, and on W.C. for a long term of years yet in being, trust for the raising of 500' L. apiece, for the la E. and H. his Children, viz. 500 l. for E. payab at her Age of 21 Years, or Marriage, and 500 for the faid H. payable at his Age of 21 Year and Interest for their Maintenance, till their Po tions became payable, and that the faid F. shortly after died, and B. assigned his Trust the Premisses to this Defendant, and the faid being dead, the Estate in Law was in the said W. the elder, and this Defendant in trust as alo faid; And that the now Complainant W. H.bei

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Heir at Law to the Effate, endeavoured with the Truffees to defeat the Deed of Truft, and hinder the payment of the faid Portions, and they refufed to pay the faid E. her Portion, which was due upon her Marriage with interest, or to allow the faid H. any thing for his Maintenance and Education: And therefore to compel the Truffees to discover the Deed of Trust, and for relief in the Premisses, they the said then Complainants crayed the aid of this Court, and Process of Subpense against the Defendants, to compel them to an-(wer the Bill; Which being granted, and they therewith ferved, they appeared accordingly, and inswered, the said then Defendant and now Complainant W. H. answering by his Guardian espeially assigned by jthis Court; and he and this Defendant by their Answers setting forth, That the faid 7. H. the Father, by his Indenture of the 14th of November, 28 Caroli Secundi, did Demise to he faid D. B. J. W. the elder, and W. C. the Melluge and Lands in the faid Deed mentioned, (beng the same by the now Complainants Bill innded,) and worth about 140 l. per Annum, To are and to hold the same to them and their Afins from the Feast of St. Michael next, before de date of the faid Indenture, for the term of 500 lars, upon Trust that they, their Executors and Migns out of the Rents and Profits of the Pres, should decently Educate and Breed up the Complainant W. H. and the faid E. and H. H. in fuch convenient Schooling, Trade or lades, or otherwise, as they the said Trustees ald think fit and convenient, and above what or Sums of Money should be expended, about Educating and Breeding the faid Children, old out of the Rents and Profits of the Pres, and otherwise by letting or demising of fame to any perfon or perfons, for any parcel

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and part of the faid Term, for Fine or Fines, with refervation of only a Pepper Corn, or some small Rent, raile and pay unto the faid H.H. 500 l. when he should attain his Age of 21 Years, and to the faid E. son & for her Portion, at her Age of 21 Years, or day of Marriage, which should first happen: As by the faid Indenture might appear. And that the faid W. C. died foon after the making of the faid Deed, and 7. W. the elder had not intermedled with the Trust, but that the said B. had entred on the Trust Lands, and for some time maintained the younger Children, but being anil Husband and infolvent, the now Complainan was defirous to have the Trust assigned by B. u this Defendant, which was done accordingly, by Indenture dated the 16th of August, 1687. An that this Defendant had been at great charge and expences in maintaining the now Complain ant, and foliciting divers Suits for him, and pro curing B. to Surrender, and in Journies and to king Possession, and otherwise, and was willing to join with the faid J. W. the elder, in the Exe cution of the Truft, so he might be indemnifie by the Order of this Court; And the new Con plainant W. H. being then near 19 Years of Ag and a Defendant to the faid Bill, submitted to the discretion of this Court; And the faid 7. W. d elder, faid he never acted in the Trust, yet w ready to do any Act the Court should think! about the performance thereof; And all the D fendants denied Combination, and conclud their Answers with the general Traverse: As the faid Bill, and Answers remaining on Reco in this Honourable Court, may appear, And the tenth of December, 1689. the faid [Cal coming to be heard, in presence of Counsel lear ed on both fides, The fubstance of the Bill a Answers appearing to be, as is before recite

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This Court thereupon and upon debate of the ener, and hearing Council on both odes, did hink fit and fo ordered and decreed, That the lid 7. W. the elder, and this Defendant should win in the Execution of the Truft, according to faid recited Indenture; And in order theremothould receive as well the Arrears of Rent sthe growing Rents and Profits of the Premistes, and should educate and provide for the now Comlainant W. H. and the faid H. H. according to le faid Indenture of Trust, in such manner as Lacon William Child, Knight, one of the lasters of this Court should approve of, and fould apply the residue of the said Reats and losis towards the payment of the faid good. to the faid E. at her day of Marriage, with erest for the same, after the Rate of 6 I sper for each 100 l. together with the Costs this Suit, to be taxed by the faid Malter; that the same might be more speedily raised faid 7. W. the elder, and this Defendant foon as conveniently they could chould Money by demissing, ferting, terting, or gaging the Premisses, or any part thereof, to person or persons, for such part of the said of Five hundred years, as the faid Matter ald approve of, and should pay the same to laid J. W. the younger, and E. his and when the faid H. H. should come to Years of Age, the faid J. W. the Elder and Defendant were to taile and pay to him his out of the Profits of the Said Estate, or by ing or mortgaging the same : And they were he faid Decree protected and faved harmiels he aid of this Court, and to have all just al-Callean ances of Monies by them or either of them inded and to be expended, in relation to the G T Trust, the same to be allowed by the said Mafter: In pursuance of which Order, the ful Mafter by his Report, dated the fecond day of March then next made, after hearing on both fides. did think fit that this Defendant should be allowed the Sum of 40 l. per Annum, for the maintain ance and education of the now Complainant W H and the Sum of 20 l. per Annum, for the main tainance and education of the faid H. H. according to the Indenture of Truft, out of the Rent and Profits of the Premises, and the Sum of 37 2 . 4 d. for Cofts of the faid Suit; Which Report was afterwards by Order of this Court, upo hearing Council on both fides, confirmed by the Decree of this Court. All which proceeding were afterwards drawn up into a Decree, an duly Signed and Inrolled, as by the fame remain ing on Record in this Honourable Court, ma more fully and at large appear; And on the eigh of May last, upon the Complainants Petitio complaining of the Defendants Accounts the before the Mafter, fuggesting the same to be lowed by him: It was ordered upon the Co plainants Petition, that the faid Master should view his Accounts; in pursuance of which cree and Order of the 8th of May, the faid ! fter having confidered of the matters thereby him referred, and reviewed this Defendant counts, did, by his Report, dated the 10th July last past, certifie, That the Defendant h paid and disburfed for the now Complainant, his maintainance and education, and in Mo by this Defendant expended in this and other in this Court, touching the Effate in quel with the Monies paid to the faid D. B. upon Allignment of his Trust, and for divers Jour into the Country about the Estate; from the of Movember, 1686. to the 20th of Nov. 1 several Sums, in the whole amounting to a

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14 4 And the faid Mafter by the fame Reon hath farther certified, That he had confilered of the Defendants farther Accounts, brought before him, which this Defendant had paid disburfed for the maintenance of the now Complainant, and of the faid H. H. and for resiring of the Premisses, and taking several ourneys into the Country to let the Estate and ectiving the Rents and raising the Portion of he faid E. and for feveral Law Charges, and oher Allowances, and Money lent to the now Complainant, and paid for him for Clothes and her Necessaries, from the 23d day of Novem-1687. to the 24th of June last past, the Sum 107 L 19 s. 9 d. in all 535 L 17 s. 1 d. And this Defendant (being the only acting Infee touching the Premisfes) had received of the Ronts and Profits of the Premiffes, and the faid Elizabeth's Portion in the fame time, the m of 368 1. which being deducted our of the 17 1. 1 d. there remains due to this Defenthe Sum of 167 L. 17 s. 1 d. which this Deadant is to receive out of the Rents and Profits the Premisses in question, according to the dition of the faid Order or Hearing: As by the Report remaining filed with the Register of Court, may also appear. Which Report is confirmed by the Order and Decree of this in: As by the same Orders entred with the ifter of this Court may likewise appear. And Defendant averreth, That fince the 24th day June last, he hath not received any Rents or its of the Premisses, or any part thereof, the being stayed in the Tenants Hands by Orof this Court: And that in farther pursuance the laid Decree the Mafter hath allowed of an ment of the faid Leafe and Term of Five and years, by way of Moregage, for railing

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of Money to pay the Portion and Interest due to the faid E. which Affignment this Defendant hath executed according to the Mafter's direction. and pursuant to the faid Decree; Wherefore, and for that the new Complainant by his now Bill of Complaint, feeks to bring this Defendant, who is only a Truftee to a new Account, for the Receipts and Disburfments, and to unravel his Accounts which have been already stated and setled by the Decree of this Court, which if the Plaintiff should be permitted to do, this Defendant will thereby be put to double charge and trouble in being drawn into feveral Accounts for the fame matters, after his Accounts flated and let led . And for that the faid H. H. and J. W. junior and E. his Wife, who have the like right to cal this Defendant to account, as the now Complainan hath, are no Parties to the now Complainant Bill, whereby this Defendant, if liable to a new Account, may be again called to a further Ac count by them, or any of them, and so double vexed for the same matters; And for that the now Complainant might, if he had pleased, have controverted this Defendants Accounts beforeth faid Master, in the said former Suit, wherein t faid Decree and Proceedings were had and made And for that the discovery of the pretended Se tlement whereby the Complainant pretended to Heir General or in special Tail, tends to defre the faid Leafe and Term, and Provision there made, as well for the faid Complainant as the la H. and E. and confequently to defear the Align or Mortgagee of the Premiffes (who is a Purchale or in pature of a Purchafor for a valuable confide tion, and no party to the Complainants Bill) his Money: This Defendant cherefore pleads faid Decree, Proceedings, and matters aforela in Bar of the now Complainant's Bill, and of Accou

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lecount and discovery thereby prayed, and humbly lemands the Judgment of this Honourable Court, and rests and abides therein, whether he shall be compelled to make any surther or other Answer othe now Complainants Bill, and humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfully stained.

In joint and several Answers of J. W. Sen. the other Trustee, and J. W. Jun. Husband of E. the Complainants Sister.

The oak opening as language THE faid Defendants faving and referving to themselves, now and at all times hereafter, and all manner of Advantages and Benefit of reprion to the many Untruths, Incertainties, theiencies and Impertections in the Commants Bill of Complaint contained, for a full perfect Answer thereunto, or to fuch part too, or to far as it materially concerns thefe tendants, or either of them to make Answer They feverally answer and say, and first Desendant 7. W. the elder, for himself sever-Intering faith, That 7. H. late Father of complainant was in his life-time possessed of in Lands, Tenements and Hereditaments, in in the Parish of H. in the County of W. of early value of 182 l. or thereabouts, and not land upwards, as the Complainant in and by hid Bill of Complaint hath vainly suggested. this Defendant farther answering saith, That hid J. H. the Complainant's late Father behis Life-time a Man given to much drinkand easy to be led away by ill Company: Friends of the faid J. H. knowing that he J. had a power to make a Settlement of

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the faid Premisses, having compassion on his your ger Children, of which number the Complaina was one, prevailed with him to fettle his Effate Trust, fo that there might be some provision made for the younger Children of him the faid 7.1 And thereupon he the faid J. H. did as in the Bill is mentioned, execute a Deed of demife the Premisses for a long term of Years then come and yet unexpired, to this Defendant D one other of the Defendants in the Complainant Bill of Complaint mentioned and W. C. decease for raising 500 l. apiece for the younger Childre of the faid 7. payable to them at their respecti Ages of 21 years or day of Marriage of E. the Complainants Sifter, as in and by the Co plainants Bill of Complaint is mentioned: the faid 7. W. the elder utterly denies he everit nuated himself with the faid 7. H. or used indired means for procuring of fuch Deed of element or Demise; neither did this Defendan the same time, or any time before or after hi that the faid Lands and Premisses, were by few Deeds and Conveyances fo fetled, that the C plainants Father had no power by Law com fuch Settlement or Leafe, as aforefaid, as the O plainant in and by his faid Bill of Complaint most untruly and famely suggested: And this fendant further answering faith, that he beli it to be true, That J. H. the Complainants Fa and R: H. the Complainants elder Brother both dead, and that the fole and undou right to the Premisses may be vested in the plainant, upon his discharging the Incumbra charged thereupon, by the faid 7. H. his Fa in his Life-time, and all other Incumbral created by Law-Suits fince his death: But Defenfendant utterly denies that he ever termedled as the only acting Truftee, or

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ed any of the Rents, or made any benefit of the remisses in question, since the death of the faid H. or that he hath any ways wronged or deanded the Complainant, or made away with, ancelled or defaced, or ever knew of, or hath his custody, or knows how to come at, any ch Deed or Writing, which the Complainant this Bill of Complaint vainly and without any unner of ground pretends would bar his Fathers adof Truft, and fix the Inheritance of the Preiles in question in himself, and clear him from ring his Brother and Sifters Portions, and difarge the other Incumbrances upon the faid Em; Neither doth this Defendant believe that ere was ever any fuch Deed or Writing, that aid bar or affect the Trust, had not the same confirmed by the Decree of this Honourable mr. figned and inrolled, the which this Delant is advised he might have pleaded to the uplainants now Bill of Complaint, and humhopes and conceives he shall reap as much bethereby as if he had pleaded the fame. And flid Defendant farther answering faith, That believes to be true, that the Defendant B. might his Trust to the other Defendant F. about time in the Bill, and that there might be fuch cedings in this Honourable Court, as in and the Complainant's Bill of Complaint is for that fe fet forth; But this Defendant utterly dehat he knows what Money the Defendant F. to & for such Assignment of his Trust, or in capacity or condition the faid Defendant F. in at that time. And the Defendant J. W. younger; for himself severally answering that true it is, that he did intermarry with, the to Wife E. the Complainant's Sifter, at time he this faid Defendant might have ever greater Fortune, having 50 l. per Annum, good

good Land of Inheritance, notwithstanding the Complainant in his Bill of Complaint most untry ly suggested, that this Defendant was a Man of n Fortune: And this Defendant further answering faith, That he hath received as a Portion with the fait E. his Wife, the Sum of 558 L and n more, being part of the Sum of 600 l. procure by the Defendant F. who is the only acting Truffe as this Defendant hath been informed, and veril believes to be true. And also that the faid D fendant F. did raife the same by way or Mortga upon part of the intrufted Effate pursuant tot Decree of this Honourable Court. And this D fendant craves a further allowance of 42 l. maining yet due to him of his faid Wives Portion there being due to her at the time of his Int marriage with her for Principal and Interest just Sum of 600 1, the which this Defendant, und the favour of this Honourable Court, conceil to be his Right. And the faid Defendant furt answering faith, The he knows nothing conce ing any fuch Deeds or Writings, as in the Co plainants faid Bill of Complaint is mentioned, how the faid Complainants Father came to le the faid Estate in Trust, or how he was seized possessed of the same, being altogether a Stran thereunto, but refers himself to the several Iwers of the several other Defendants in the Complainants Bill of Complainant named. the faid Defendant J. W. the elder, for him further faith, That he never intermedled with Trust, or received any of the Rents since the fendants B. Affignment of the same to the De dant F. but left the same to F. who was the P tiff's Guardian, and the only acting Trufteer ther hath this Defendant at any time advanta himself one peny by the Estate, but on the trary, this Defendant doth aver that he is

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ourt, riaw! Hundreds affipounds the worfe for his Kindness to he Complainant, and the fecuring the Effate from going from him, the which the Complainant ought to have been fentible of, and not to have nexed this Defendant with this vexations Suite All which this Defendant well hopes this Honourable Court will in due time take notice of. and both these Defendants deny all and all manper of Combination with the other Defendant, or any other person or persons whatsoever, with an intent to defeat and defraud the Complainant, sin the Complainants Bill of Complaint is unmly suggested. Without that, that any other matter or thing, in the Complainants Bill of Complaint contained, material for these Defendants make Answer unto, and not herein and hereby well and fufficiently answered unto, contessed or woided, traversed or denied, is true. All which tele Defendants are ready to aver, maintain and gove, as this Honourable Court shall award a indpray to be hence dismissed with their reasona-& Colts and Charges in this behalf most wrongally and unjustly sustained.

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In Defendant pleads several Outlawries after Judgment in Bar to the Complainants Bill.

THE said Desendant not confessing nor acknowledging all or any of the Matters in Complainants said Bill contained to be true in the manner and form as the same are thereon clared and set forth, for Plea thereunto saith, batthe Complainant now is, and standeth a person that disabled by the Laws of this Realm to sue or mence any Suit or Suits in this Honourable sour, or in any other Court, until the same shawies are reversed: For he saith, That on Munday Munder next after the Featt of St. John before the Latin gate, in the Three and twentieth year of his Majesty's Reign that now is, the Complain ant was outlawed after Judgment at the Suit W.W. in an Action of Debr. And on Munder next before the Feast of the Conversion of St. Par in the twelfth year of his faid Majesty's Reign the fald Complainant was likewife outlawed after Judgment in an Action of Debt at the Suit of E B. And on the fixth day of June, in the Two and twentieth Year of his faid Majesty's Reign tha now is, the Complainant was likewise outlaws after Judgment in an Action of Debt at the Su of A. H. Widow, And on Munday next before the Feaft of the Translation of St. Edward Kin and Confessor, in the Three and twentieth Ye of his faid Majesty's Reign that now is, the fa Complainant was likewise outlawed after Jud ment in an Action of Debt at the Suit of W. Gent. And on the second day of November. the fifteenth Year of his faid Majesty's Reign it now is, the faid Complainant was likewife of lawed after Judgment in an Action of Deb the Suit of F. H. And on Munday next before the Peast of the Purification of the Bleffed Vin Mary, in the year of our Lord, One thousand hundred fifty eight, the faid Complainant likewise outlawed after Judgment in an Action Debt at the Suit of R. B. and others. And on second day of November, in the fifteenth year his faid Majesty's Reign that now is the faid C plainant was likewise outlawed after Judgmen an Action of Debt at the Suit of M. H. Spin And on Munday next, before the Feaft of the P fication of the Bleffed Virgin Mary, in the of our Lord, One thousand fix hundred eight, the faid Complainant was likewife out ed after Judgment in an Action of Debt a

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suit of W. W. Gent. And on the third of Octoben the Four and twentieth year of the Reign of faid Majesty that now is, the faid Complainm was likewife outlawed after Judgment intan Ation of Debt at the Suit of C. W. Gent. as by he faid feveral Outlawries fub pede Sigilli hereunnanexed may appear, which faid Outlawries ever do fland unreversed. And this Defendant whaver, that the faid F. R. Complainant named in the faid Bill of Complaint, and the faid F. R. uned in the faid several Writs of Capias Utlagahereunto annexed, is one and the same person, not divers and feveral. And therefore this fendant doth demand Judgment whether or no shall be compelled to make any other or fur-ber Answer to the Complainants Bill of Comlint, fo long as the faid Outlawries do frand in me against the Complainant and not reversed.

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Defendant, as Heir at Law, pleads in Bar to the Complainants Bill a Deed of Purchase by his Father in Fee-simple from E. G. with Fine and Proclamationally levied, and that his Father being so seized under a foynture of the Premises to his Mother with humainders over, who enjoyed the same for her Life, for whose Death the same descended to him as Heir a Law by virtue of the Deed of Settlement: And it his Title is under a Purchasor for a valuable usideration, and paramount to the Title the Comminant makes by his Bill.

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HE faid Defendant by Protestation not con- sect.

fessing or acknowledging all or any, &c.
and by way of Plea thereunto this Desendant
That A. H. this Desendant's late Father,

gfor several years been Tenant to E. G. of
Messages and Tenements in the Bill menti
R oned.

oned, did purchase of the faid E. G. the Fee-fim. ple or Inheritance of the fame. And that he to faid E. G. did by Deed, and Fine with Proclams tions duly levied and had, and executed in the year of our Lord, One thousand fix hundred as fifty, for a valuable confideration, being the Sus of One thousand pounds to him paid, grant an convey the faid Messuages in the Complainant Bill of Complaint mentioned to the faid A. H. an his Heirs and Affigns for ever. By virtue when of the faid A. H. of the faid Meffuage or Ten ments and Premisses, was in the possession then of, and being fo seized he the faid A. H in the year of our Lord One thousand fix hundred file one, by good Conveyance and Affurance in d Law duly executed, fetled the fame upon his the Wife for her Life for her Jointure, with feren Remainders over, as by the faid Fine and Co veyances, Relation being thereunto had, m appear. And in or about the Year of our Lo One thousand fix hundred fifry four, the said H. did erect and build, or cause to be erected built on part of the purchased Premisses the more Houses or Tenements wherein he expen a confiderable Sum of Mony. And the faid A quietly enjoyed the faid Meffuages or Teneme and Premisses, during his Life, and after his D the same was enjoyed by his said Wife, as Jointure, during her Life, who died about M last past; after whose death the same descen and came to this Defendant by virtue of the Deed of Settlement: By virtue of which veyance made in One thousand six hundred and one, and as Son and Heir of his Father, Defendant claims and makes Title to the Pro fes, and is become seized and in full posse thereof. And therefore his Title to the Pres being under a Purchasor really and bone fide,

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mount to the Title, the Complainant makes his Bill, This Defendant doth rely thereupon: which this Defendant doth aver, and is ready prove as his Honourable Court shall award. erefore this Defendant pleads his faid Title, the Purchase and Settlement, and the Fine and elamations and Matters aforefaid in Bar of the polainants faid Bill, and of the discovery and thereby prayed. And humbly demands the ment of this Honourable Court, whether he Defendant, being under a Purchasor for a able consideration, as aforesaid, paramount Complainants pretended Title fer forth in his hall be compelled to make any Answer to aid Complainants Bill. And humbly prays chence dismissed, &c.

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Defendant pleads the Statute of Limitations her to the Complainants Bill brought against him Fus.

HE faid Defendant by Protestation not con-sea. c. telling or acknowledging all or any the vide Bills of Things in the Complainants Bill of for Fees, aint contained to be true in fuch manner &c. fol. 15 mas they are therein fet forth and declared, fett. 1. a thereunto faith, By an Act of Parliament Westminster in the County of Middlesex, in and twentieth year of the Reign of King the First, for Limitations of Actions, and ding of Suits in Law : Irwas thereby en-That all Actions of Trespass, Quare Clausum Actions of Trespass, Detinue, Actions ter and Replevin, for taking away of Goods attels, all Actions of Account, and upon other than fuch Accounts that concern e of Merchandize between Merchant and MerMerchant, their Factors of Servants, all Adia of Debt grounded upon lending or contract wi out Specialry, all Actions of Debt for Arren of Rent, and all Actions of Affault, Menace, tery, Wounding or Imprisonment, or any of the which shall be fued or brought any time after end of that Seffion of Parliament should be of menced and fued within the time and i tation in the same expressed, that is to say, faid Actions on the Case (other than for der) and the faid Actions for Account, and faid Actions for Debt, Trespais and Deting Goods, and Replevin of Goods and Chattels, the faid Actions of Trespass, Quare Claufam within three years after that Sellion of Parlian or within fix years next after the Caufe of Actions and Suits and not afterwards, and the Actions of Trespass of Assault, Battery, W ing, Imprisonment or any of them, with year after the end of that present Session of ament, or within four years next after the of fuch Actions or Suits, and not after. A faid Actions of the Cafe for Words with year next after the end of that present Se Parliament, and within to years after the spoken and not after. And now forasmuch Scope of the Complainant's Bill is to have of Seven pounds fix shillings and ten pence as he pretends was due to him for Fe Money laid out and expended in the and managing of the Suit or Caufe in the tioned for the faid Defendant in the yes Lord, One thousand fix hundred eighty a and Five pounds that the faid Defendan fed in the faid year to give him for his e nary Care and Pains in the managing of Cause, which said Debt contracted and miled by the Defendant to the Con

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being a Debt and Gift promised in the said year; One thousand six hundred eighty and three, as by he Complaint's Bill is alledged, and by his own lewing is more than eight years past fince the hid Debt contracted and the faid Gift promifed; and the same not relating to any Merchants Acounts, their Servants or Factors; and no Suit living been commenced within the time of the fild A& of Parliament limited by the faid Comblinant against the Defendant for the said Money in the Bill mentioned, or any part thereof, this defendant by his Council is advised that the faid his for the said Debt and Promise for the said lik is barred by the faid Act of Parliament, and at the Complainant ought not to be relieved the same. And therefore this Desendant doth ted the said Act of Parliament in Bar to the d Complainant's Demands, and humbly prays ludgment of this Honourable Court, whether shall be compelled to make any farther or other niwer to the faid Complainants Bill of Comline. And humbly prays to be hence dismissed h his reasonable Costs and Charges in this be-If wrongfully and without just Cause sustained.

Answer to a Bill exhibited against the Defendant for setting up a false Will.

HIS Defendant saving and reserving to her self, &c. For Answer, &c. answereth and vide Title h, That she this Defendant doth not know Fraud and a personal Estate J. J. in the Complainant's mentioned at the time of his death, died possession, and of, but believes he did make his Will in Wright and thereof R. J. his then Wise Executrix, show he also devised the Sum of 1400 l. but hour any direction for her to dispose of the R. 2.

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fame amongst her Relations, and that he died of or about the Month of December, 1683. And the Defendant likewise believeth, that soon after h death the faid R.J. proved his Will and took up her the Execution thereof, and possessed here of so much of his personal Estate, as she cou discover and come at, sufficient to pay all his Debts and Legacies. But this Defendant de not know what Improvement the faid R. 7. ma of the Estate lest by the said J. J. but belief the made no Improvement. And this Defende further faith, that sometime after the death of faid 7. 7. she the faid R. 7. being in discour with the Defendant about making her Will, then told this Defendant, that she would me this Defendant her Executrix, she the faid ? at the same time, and several times before pressing a very great Kindness and Affection this Defendant, she having bred this Defendant from a Child; and this Defendant having a long lived in the House with her, and lo unto, and taken Care of her the faid R. 7. this Defendant being at that time ignorant of nature of an Executorship, and fearing she in come into trouble thereby, defired the faid ! not to make this Defendant Executrix, make some of her Relations Executors; for w the faid R. J. then blamed this Defendant a She had no nearer Relations, and that the del to take care of, and do very well for this D dant, and used Words to that Effect: But this fendant being informed, that the Compli was some ways related to the said R. J. A. faid Defendant or one S. W. a Relation of this fendants did defire the faid R. J. to fend fo Complainant, and at their defire the faid did fend unto the Complainant to defire h come to the faid R. J. but what particula

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are passed between the said persons and the implainant this Defendant doth not know. But Defendant faith, That the Complainant did ordingly come to the faid R. J. about the time the Bill for that purpose mentioned, and did ing another person with him. And this Dedant also believes it to be true, That the said 7, did then give fome inftructions touching the ling of her Will, but what fuch Instructions ne this Defendant doth not know, nor doth Defendant know that the faid R. J. then gave Complainant an account of what Money she by her in the House, nor did she desire him tell over the same to the knowledge of this Dedant. But this Defendant believes the did a give the Complainant an old Watch worth at 15 i. and shew him some single Money dishe designed to have disbursed among some People after her deceafe. And this Defent likewise believeth, that the Complainant goaway at that time, and about nine a Clock ight on the fame Day came again, and ight a draught of a Will wherein he was ad Executor, which being read over to the faid he did not approve thereof, but said there ndant remembers, and that she had forgotsome persons she intended to give Legacies to, to the draught of the faid Will was left in oom never executed, but soon after the said burned it with her own Hands, and soon the the faid R. 7. caused another Will to be and of that Will she made this Desendant Executrix, and thereby gave the Complainant acy, as this Defendant remembers: But the 17. having afterwards taken some displeaat the Complainant, and being willing to her Will, she the said R. J. about the 11th R 4

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day of Odober, 1690, did cause another Will tob drawn, which she voluntarily made and executed published and declared to be her last Will an Testament in the Words following, (recites the whole Will,) and (inter alia) gave to the Defen dant by the name of P. H. my now Servant, and every my Messuages and Tenements in Parish of, &c. for all such term or terms of year as I have therein, together with the Leales at Writings relating thereunto; and gave to the now Complainant the Legacy of ro l. in the Words: Item, I give unto my Coufin G. L. of Lo don, F. 10 l. of the like lawful English Money, bavi intended a better Provision for him, had his Behavil to me descrived it. All the rest, residue and rema der of my Money, Debts, Plate, Fewels, Goods, Ch tles and Estate what soever, real and personal not be in before disposed of, I do bereby give and bequeath to the faid P. H. my Servant in respect of berg Care and Tenderness the bath bad over me, and of faithful Service to me and my faid late Husband for geral years last past. And I do bereby make, or and appoint the Said P. H. my Sole Executrix of my last Will and Testament. And do bereby red &c. Dat. 11 Octob. 1690. As in and by the ! bate of the faid last Will and Testament of faid R. F. under the Seal of the Prerogative C of Canterbury now in the Defendant's Custo and to which the this Defendant referreth her doth and may appear. And this Defendant ther faith, That fometime after the making the faid last mentioned Will, viz. on or a the 20th day of August last, she the said R. F parted this Life, foon after whose decease, to on the 22th day of August last, and not be this Defendant took the usual Oath in order the proving of the said Will; but the same not pass the Seal of the Office till the 25th de

hesame Month of August, as in and by the Prohate of the faid Will under the Seal of the Prerosation Court of Canterbury, and the Entries in the did Court, to which for her better certainty therein the refer her felf, may appear. And this Defendant faith, the occasion of proving the faid Will fo foon after the faid R. Is death was beconfe the had by her Will directed 100 1. to beexpended on her Funeral, and this Defendant was drifed, she could not fafely act therein till she ad proved the faid Will, and it was not out of my evil defign whatfoever, but only what the was wifed by her Friends was expedient to be done; nd there was no occasion that she knows of, of atring any Caveat, however a Caveat was enedby one Mr. Jacob, a Relation of her Husband, the upon producing the faid Will and the Testiony there was of it, did withdraw the Caveat. and the is advised she was not obliged or had any raion to give notice to the Complainant or any ther person of her proving the said Will; and ith, that she having duly proved the laid Will wirtue thereof this Defendant is well intituled to, and hath possessed her self so much as she ould of the personal Estate of the said R. J. and th and intends fully to perform the faid Will, confesseth that there is Assets sufficient to pay ad satisfie all said the Rachels just Debts, and to form her Will. And this Defendant is ready willing to pay unto the Complainant the gacy given unto him by the faid Will. And Defendant hath already of her own free acnd given unto the Complainant and his Wife burning, which they feemed to accept of very dy from this Defendant; and they did not in pretend to question the Validity of the said her Will. And this Defendant denieth that draught of the Will, which the Complainant prepared

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prepared for the faid R. J. to feal, was left with this Defendant, nor did this Defendant undertake to get the same executed by the said R. 7 non did this Defendant get and keep the draught of the faid Will; nor did this Defendant fend for any of this Defendants Relations to come and flay with this Defendant in the House with the fair R. . nor did they or this Defendant hinder the Complainant from feeing the faid R. J. when he came to her House to see her; nor doth this Defendant remember that the Complainant camea bove twice to fee her the faid R. J. after the tim he left the aforefaid draught, at one of which time he demanded the Sum of 10s. for making the fair draught of the faid Will, which faid Sum and of more, for some charges he pretended he had bee at, the faid R. F. fent to the Complainant. And faith, That the faid R. J. her altering her min as to any supposed kindness she might have so the Complainant, is not very strange, if it b considered (as the truth is) That although he wa her Relation, yet he was a very remote one, b ing but Coufins twice or thrice removed, as the Defendant believes, and besides, being one in had no correspondence with, nor (as this Defer dant believes) had fo much as feen for near twee ty years, before fuch time as he was brought t her, by means of this Defendant, as aforelaid unless it was once about twelve years before acc dentally in the Street, when he was fo uncivil her (as this Defendant hath heard her tell) that h would not own her, although his elder Broth being then with him, did acquaint him shew their Relation; And after the was better acquai ted with him (which was through this Defendan means, as aforefaid) the repented the had ev fent for him, but having paid him the charge had been at about getting the draught of the fa

vill made, did burn the fame, and purfued her forer intentions of making this Defendant her Exemix, which she did by a Will deliberately made a published, above ten Months before her eth, as aforefaid. And the making this Defen. anther Executrix was no more than what the ad many times both long and lately before deared her intention to be; the having not only red up this Defendant from a Child, as aforeid, but also this Defendant farther having been Apprentice to her Husband, and many years fourney-woman, for whom likewise she and Husband had a great kindness, and who, as is Desendant hath heard her Mistress say, did up to get the Estate she had; and therefore, for that this Defendant had been very fervicele to her in her Health and Sickness, the deared a great affection for this Defendant, and this Defendant believes, would never have ought of making any other Executors, if this blendant through her own simplicity had not posed the same, as aforesaid. And it was of her in free will that she did reject this Complainand prefer this Defendant; and though the are the is likely to get by her Executorship will the any thing near what is fo extravagantly sefted by the Bill; yet whatfoever the same be, she doth insist she is lawfully intituled it, and is not obliged to give the Complainant Account thereof. And this Defendant deth that she this Defendant did cause a Will to made by the Will which the Complainant left. M this Defendant denies that the Will herein fore set forth, is a fraudulent Will, or was obed by any undue and unlawful means, but the was freely and voluntarily made and execuby the faid R. J. at a time when she was

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in good Health, and of a found and disposing Mind and Memory, and very well knew what the did, the having very often in her life-time both before and after the making thereof, declared to feveral persons. That she would leave this Defendant her Executrix, or words to that effect as this Defendant doubts not to prove. And this Defendant denies that the faid R. 7. did to he knowledge own the Complainant to be her neared Relation, and declare, That in point of Con science she was obliged to leave him the gree test part of her Estate, or leave him Executor, of to that effect; nor was the Complainant he only Relation (as the Bill fuggests) he havin an elder Brother living, as this Defendant is it formed and believeth, nor was the Complaina Cousin German to the said R. F. as she hath d clared, but as this Defendant hath heard and b lieves, only a fecond or third Cousin. And the Defendant denieth all Combination, and the fore, and for the Reasons aforesaid, this Dete dant humbly hopes, under favour of this Honor able Court, she shall not be obliged to make discovery of the personal Estate of the said R. or to make any farther Answer to the Compla ants Bill, without that, that, oc.

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Two Infants by their Guardian Exhibit a Bill against the Executors of the Testator their Father, to which Bill the survivoing Executor Answers, as followeth.

A LL Advantages of Exception to the Incer- See Bills of rainties, Infufficiencies and Imperfections, Account a of the Complainant's faid Bill of Complaint, now Discovery, and at all times hereafter, faved and referved un- Saff. 3to this Defendant; for Answer thereunto, or so much thereof as he this Defendant is advised is any ways material for him this Defendant to make Answer unto, doth answer and say, That he believes it to be true, that J. VV. the Complainant's Father in the Bill named, was in his life-time and at the time of his death, possessed and interested of and in a very considerable Ehate, but of what certain Value or the Particulars thereof this Defendant knoweth not, nor can fet forth. And that at the same time, for that purpose mentioned in the Bill, he the said 7. W. did make his last Will and Testament in Writing, as in and by the faid Bill is fet forth, or to that effect, fave that by the faid Will the faid J. W. did order, appoint and declare, That it was his mind and true meaning that his Executors should. with the advice and approbation of his Overfeers, or the Survivors of them, put out and lend to lome Company, Guild or Fraternity in London, or lay out in buying of Leafes for years, or upon Mortgage, or to able Persons, upon good Secunty, his Childrens Portions for bettering of the lame, and maintaining and educating his faid Children, wherein he desired their utmost care, in which Clause in the said Will there are no fuch words- (and not otherwife) as the Bill fuggefts: And

And farther, in and by the faid Will he did defire and appoint, That his Executors should twice yearly meet with his Overfeers, make up and perfect a plain and full Account and Manifestation in Writing to and with the faid Overfeers. of, for and concerning all fuch Monies, Debts, Payments, Receipts, Disburfments, and all other things touching his Estate, or any way concerning or relating unto the execution of his Will. fit and needful to be inferted therein, a Copy of every of which Account, and Manifestation to be fairly written and subscribed by his Executors. and delivered to his Overfeers, to the intent in the faid Bill mentioned; as by the faid Will, proved in the Prerogative Court of Canterbury, more at large appeareth, and to which this Defendant for more certainty referreth himfelf. And this Defendant farther faith, That about the time mentioned in the Bill, the faid F. VV died polfessed of a great Personal Estate, consisting as he believes, of fuch things as are particularly mentioned in the Bill, but of what particular value this Defendant knoweth not. And this Defendant faith, he believeth it to be true, That the faid Testator 7. VV. was at the time of his death feifed of fuch Real Estate as he took upon him to devise in and by his faid Will, but this Defendant knoweth of no other Real Estate that the said 7. VV. had. And this Defendant farther faith That he, together with the faid T.VV. and P.W. did prove the faid Will in due form of Law, as he this Defendant is advised, and jointly took upon them the Execution thereof. But this Defendant faith, That the faid P. VV. as this Defendant be lieves, was the chief acting Executor, and tool upon him the fole management of the faid J. W personal Estate; for this Defendant saith, he, o any for him never pellefled himfelf of any parto

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the Estate of the said Testator 7. W. other than to receive the Rents and Profits of the Houses in Guter Lane, a great part whereof he expended hout maintaining and educating the Children of the faid Teffator; and other part thereof in buildand repairing of the same Houses and other Money paid to the faid P. W. to be imployed in he management of the faid Testator's Estate, and other things relating to the government of the hid Estate. And this Defendant saith, according to bedirection of the faid Will, he did feveral times uke up his Accounts in Writing, and deliver to the Overfeers of the faid Will, and hich Accounts fo delivered by this Defendant in. aforesaid, he avers were true and just Accounts fall his actings and dealings, and of all his scipts and Payments, with or in relation to the somal or other Estate of the said J. W. But is Defendant having no Copies of such Acunts, he cannot now fet forth the particulars erof, but refers himself to them when they all be produced, being, as this Defendant bees in the hands of the faid Overfeers, or fome them, and where the Complainants may have to them, or Copies of them, if they pleafe, this Defendant also believeth; and this Defent cannot give the Complainants any further munt or Answer touching the faid Executorother than those delivered to the said Overs aforesaid, and other than the Account tatter fet forth, to wit, that the last Account the this Defendant made up with and deliverto the faid Overfeers, as aforesaid, ending the of March, 1672. he this Defendant hath anto this his Answer, a Schedule of all his ps and Payments fince that time, which dule this Defendant prays may be taken as of his Answer, for that he avers the same

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to be true, and contains a true and perfect A count of all fuch Monies, as he or any for hi or to his use, fince the time aforesaid, have. hath had, raifed or received out of the Effate the faid 7. W. and of what Monies this Dele dant hath fince that time paid or disburfed, as was one of the Executors of the faid 7.W. an this Defendant avers, he hath paid and disburte the respective Sums mentioned in the faid Sch dule, as is therein fer forth; and farther or oth Account or Answer touching the intermedling the faid Executorship, or of his Receipts or Pa ments, he this Defendant cannot give man aforefaid and is herein after fet forth. And Defendant denies he over took any Granity lend any part of the Monies belonging to the Testator's Estate, either upon bad or good Sa rity, nor did this Defendant ever confent to lending of any Sum of Money, part of the Estate, upon a Security to any person or person that he believed or supposed to be otherwise good. And this Defendant denies that he e put out any Monies or had any Monies to out of the faid Estate, other than such he charged himself with in the said Accompafays its true, that fome Monies of the faid B was lent out to the faid P. W. deceased, wh were taken in the Names of him the faid ? and 7. W. And this Defendant more particular remembreth, to one J. G. Citizen and Vi of London, Two hundred and fifty pounds; upon a Mortgage of a Leafe of a Houle in Parish of St. Buttolph Billingsgate, London, the 10th of July, 1671. and one hundred po more to the faid J. G. upon another More dated the 28th of June, in the year of our 1672. of a Lease of three Messuages in Green, as in and by the faid feveral More

note at large appear, whereunto this Defendant referreth himself. And this Defendant denies he ne out the faid feveral Sums of Two hundred and fy pounds, and One hundred pounds or any thereof, but believes that the said P. W. f, and that he did the same by the advice with the confent of T. M. one of the Overfor that he the faid P. W. informed this Defendant so much, which made this Defenmore willing to be a Party to the faid fetral Mortgages, which Debts this Defendant th fear may fince become desperate, the faid G. absconding himself, and as this Defendant th heard, is become infolvent. And that the 7. G. hath made several prior Titles to some ons unknown to this Defendant, of the faid misses so Mortgaged by him as aforesaid: d this Defendant conceives he is unconcerned mein, for that he was not otherwise concerin the lending the faid Money to the faid than as aforefaid: And the faid P. W. who managed the faid J. W's e, lent and paid the faid Monies to the faid aforesaid. And this Defendant denies he threatned or intended to take the principal ies in the Bill, or any part thereof out of Laf-India Company, as untruly suggested by aid Complainant; but on the contrary is g to consent to any Order or Decree that Court thall think fit to make, for the barring hindring as well this Defendant as the other ndants from medling with the same. And Defendant farther faith, That he believeth it true, that the faid P. W. about that time at purpose mentioned in the Bill, made his will and Testament in writing, as by the is fet forth, and therefore made this Defendant

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fendant and the other Defendants, Mr. W. and Mr. M. Executors: And this Defendant after the faid P. W.'s death joined with them in the probate of the faid Will, in the faid Prerogative Court, as by the same there remaining, more at large appeareth: And he also faith, that it may be true That the faid P. W. died possessed and feife of a confiderable Personal and Real Estate, but knows not of what value, for that this Defendant never possessed himself of any pare thereof, of intermedled therewith, or in the faid Executor ship farther than in the joyning in the probat of the faid P. W.'s Will, as aforefaid. And the Defendant fays, That several times the fai P. W. when he had received Monies, would leave it at this Defendants House, in Bags to fealed, and fometimes, and for the most pa fealed up, but what Sums and how often the Defendant cannot remember. And this D fendant farther faith, That the faid P. W. fe for and received all fuch Sums from this D fendant, he this Defendant never keeping a Tale or Account of fuch Monies, but of laid them by sealed or unsealed for the faid as aforefaid, and that the faid P. never de fited any Monies in this Defendants hands any other Trust or for any other Account, the he this Defendant hath hereby fet forth, which the faid P. received back from this fendant in his life-time, And this Defendant nies that he ever, to his remembrance, borrow any money of the faid P. but on the contr often lent or paid feveral Sums of Money pe cularly mentioned in his this Defendants counts; and fure this Defendant is, that he not in any fort indebted to the faid P. W. at sime of his death. And this Defandant des

that he hath in his Hands or Cuffody any other Writings concerning the faid Estates or either of them, other than the faid Mortgage made by the aid G. which he is ready to produce, as this Honourable Court shall direct. And this Deendant denies all Combination charged in the lill, either with the other Defendants, or any other person or persons whatsoever, to wrong or injure the Plaintiff, and faith, That if any his touching Green's Mortgage hapned upon the milmanagement of the Estate of the faid 7. the sme was occasioned or hapned so to be by the faid P. and not by this Defendant. And the hid P. hath, as this Defendant believes, by his Will, and the bequefts therein to the Complainans, fully reprized him for all fuch loffes or damas. Without that, that any other matter orthing whe Complainants faid Bill of Complaint contined, material or effectual in the Law, for be Defendant to make Answer unto, and is therein or hereby traversed or denied, confled or avoided is true. All which this Defenan ready to aver, &c.

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A Plea to the Jurisdiction of the Court, the Lands in question in the Complainant's Bill being in the County Palatine of Lancaster, as to part of the Bill; and Answer to the other part, in which the Defendant sets forth his Title by Deed of Feossment, with Livery and Seisin, &c. from the Complainants Father.

Sect. 7. THE faid Defendant by Protestation, not confelling or acknowledging any the matters or things in and by the faid Bill of Complaint fee forth and alledged to be true, faving that the To ments and Lands with their Appurtenances, men tioned in the faid Bill, concerning the Titl whereof the faid Bill is exhibited into this Ho nourable Court, are situate and do lie within the Parish of R. in the said County of L. for Pla thereunto faith, That the faid County of L this Defendant is informed, is, and hath bee time out of mind of any one to the contrary, County Palatine, and that as well the faid Ten ments, Lands and Premisses, as all other Lan within the faid County Palarine, or belongi thereunto, and all Actions and Suits at Comm Law, or in Equity, by reason of the Premis or any parcel thereof, have been or ought to h been impleaded, by all the time aforesaid, yet are impleadable in the Courts of the County Palatine, before the Chancellor or Ju there, for the time being, within the faid Co ty Palatine, and not elsewhere. And there humbly prays the Judgment of this Honour Court, if this Court will hold Plea upon, and force this Defendant to answer to the said Bil hibited by the Complainant, for the cause a faid, wherein the faid Defendant doth fu himself to the order and direction of this nou

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nourable Court. And if the Defendant shall by the Order of this Honourable Court be competled to make any other answer to the faid Bill of Complaint then and not otherwise, this Defendant having faved and referved to himfelf both now and at all times hereafter, all advantage of Exceptions to the incertainties and infufficiences in the faid Bill of Complaint; for Answer thereunto this Defendant faith, that the Tenements and Lands in the faid Bill mentioned, are fituate and do lie in the faid Parish of R. and County aforesaid. And this Defendant doth confess. That H. B. the Complainant's Father in the faid Bill mentioned, was in his Life-time feized of the Tenements, Lands and Premisses of a good Estate of Inheritance in his Demesne, as of Fee, to him and his Heirs, in Fee-simple, as in the faid Bill is for forth; but denies that the faid H. B. died feized thereof, or that the Premisses after his death did discend to the Complainant as his Heir, or that he ought to enjoy the same, as in the said Bill is alledged; but faith, that the Complainant's Father being seized of the said Tenements, Lands and Premisses, in his Demesne, as of Fee, he the said H.B. for and in consideration of the Sum of Five hundred pounds of good and lawful Money of England, to him in hand paid by this Defendant, by his Deed of Feoffment under his Hand and Seal, bearing date the 10th day of October, 1678, duly executed by Livery and Seisin the same day, in he presence of several credible Witnesses, did Grant, Bargain, Sell, Convey and Affure the faid Tenements, Lands and Premisses unto this Deendant, and to his Heirs and Assigns for ever: To the only use of the said Defendant, his Heirs and Assigns for evermore, as by the said Dead leady to be produced to this Honourable Courts to the which for the more certainty this De-S 3

fendant refers himself, may more fully and ar large appear; by virtue whereof the faid Defendant, on the faid 10th day of October, in the year aforesaid, in the Life-time of the faid Complainant's Father, and many years before his death. was of the faid Tenements, Lands and Premiffes feized in his Demesne, as of Fee, and the Desendant and his Affigns have ever fince hitherto continued seized thereof, and received the Rents. Iffues and Profits thereof to their own use, as this Defendant humbly conceives it was lawful for him and them to do, by reason whereof, and by virtue of the faid Deed of Feoffment, wherein the same are specially granted unto this Defendant. This Defendant doth acknowledge he hath in his custody several Deeds, Evidences and Writings concerning the Premisses, which do of right belong to him, for the maintaining of his Tide thereunto. And for that purpose he humbly conceives they ought to remain in his cuftody, and not to be brought into this Honourable Court, unless the Complainant had a good Title thereunto, nevertheless the said Defendant is willing to submit to what Order this Honourable Court shall think fit to make therein. And the faid Defen dant doth utterly deny, That without pretence of Title he entred into the faid Meffuage and Premisses by abatement, after the death of the Com plainant's Father, or that he wrongfully detain ed the Possession thereof from the Complain ant, as by the faid Bill is falfely alledged. An this Defendant confesseth he doth refuse (as h humbly confesseth he lawfully may) to Account with the Complainant for the mean Profits the Premisses, or to deliver to him the Writing Deeds and Evidences, as aforesaid: And do deny and traverse without that, that, or.

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The Defendant pleads a Stated Account, and an Acquittance in full in Bar to the Complainant's Bill.

DY Protestation, on not confessing, ot. As to Sect. 8: I fuch part of the Complainant's Bill, as prays an Account of and concerning any matters and things done and transacted between the Comblinant and this Defendant, at any time before mounto the first day of April, which was in the per of our Lord, 1686. And as to all such other of the faid Bill as is not herein after answerunto, this Defendant for Plea faith, That upon haid ist day of April, 1686. the Complainant d this Defendant did make up, state and fettle Account in Writing then delivered to the Combefore that time by the order and direction for the use of the faid Complainant received, of all matters and things thereunto relating, or my time before the faid rft day of April, 1686. or depending between the Complainant this Defendant; and the Complainant after a and ferious examination of the faid Acand every particular therein contained, did five and allow of the faid Account, and did, by receive of this Defendant the Sum of 1 17 s. 9 d. being the Ballance of the faid bont; and thereupon the same ist day of 1686. aforefaid, the Complainant did give befendant a Receipt of Acquittance for ame, under his Hand, in full of all Accounts, recite the Acquittance.) As in and by the Vriting Acquittance under the Hand of the Comnd do ant, ready to be produced to this Honouraourt may appear. And this Defendant doth the faid Account fetled and stated, the pays 9 4

ment of the said Monies, and the said Receipt or Acquittance, in bar to such part of the said Bill as demands an Account from this Defendant for any matters or things in the Bill mentioned, on or before the said 1st day of April, 1686. And humbly demands the Judgment of this Honourable Court, whether he shall make any other of further Answer thereunto.

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An Outlawry pleaded in Bar to the Complainant's Bil

THE said Desendant by protestation, of And for that this Defendant conceiveth That the Complainant hath exhibited his Bill gainst this Defendant vexatiously, rather to pu this Defendant to Charge and Expences, than in any just and equitable cause: For Plea thereunt faith, That the faid Complainant stands Ou lawed at the Suit of T. B. in a Plea of Debt, appears by a Writ of Capias Utlagatum under Sea hereunto annexed. And this Defendant dothar will aver and maintain, That the faid Outlaw remains in its full force unreversed, and not a nihilated. And that the faid Complainant C. fo Outlawed, and the faid C.R. the now Con plainant, is one and the same Person, and n another and divers; therefore this Defenda doth humbly crave the Judgment of this Honor able Court, whether he this Defendant shall compelled to Answer the faid Bill of Complain until the said Complainant hath reversed the s Outlawry, and become a person of ability a capable to Exhibit any fuch Bill of Complaint gainst this Defendant, and in the mean ti prays to be hence dismissed with his reasona Costs and Charges in this behalf wrongfully,

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The Defendant pleads a Release in Bar to the Complainant's Bill.

DY Protestation, &c. By way of Plea faith, Sect. 10. D That fince the Complainants exhibiting the All of Complaint into this Honourable Court, that is to fay, the 25th day of October, 1689. the Complainant by a Release by him signed, sealed and delivered, bearing date the 16th day of Nosunter, in the faid year 1689, and ready to be woduced to this Honourable Court, as this Honourable Court shall award, did for himself, his becutors and Administrators, remise, release, and for ever quit claim unto this Defendant his Recutors and Administrators, all and all manner Actions, Cause and Causes of Action, Suits, Debts, Dues, Accounts, Reckonings, Sum and Sums of Money, Bonds, Bills, Specialties, Judgments, Executions, Trespasses, Quarrels, Conmoverfies and Demands whatfoever, which the Complainant, his Executors or Administrators had, or hereafter might or could have, chalinge, claim or demand against this Defendant, Executors or Administrators, for or by reason omeans of any matter, cause or thing whatsoner, from the beginning of the World, until day of the date of the faid Release, for which sufe this Defendant humbly demands the Judgent of this Honourable Court, whether he this fendant shall be compelled to make any faror other Answer to the Complainant's Bill, e. confolding or conded demands by his bill

torefield, for witch be feely to be relieved

in Ear of the Ing. Bill, and this Defender P.

The Defendant pleads the Statute of Limitations for Goods fold and delivered.

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Sect. 12. HIS Defendant now and at all times here after, faving to himfelf, &c. For Plea here unto faith, That what Goods, Wares and Men chandizes were by the Complainant fold and de livered to the Defendant, mentioned in the Com plainant's faid Bill, were fold and delivered above 6 years before this Defendant was ferved with any Process of this Court to Answer the faid Bill And that if the Complainant had any cause of Action against the Defendant, for or concerning any the matters in the faid Bill mentioned, which this Defendant doth in no fort admit, the lam did accrew or rife above 6 years before the filin of the faid Bill, or ferving this Defendant wh Process; nor did this Defendant at any timewith in 6 years promife or agree to come to any A count or pay the Complainant any Monies is any Goods, Wares or Merchandizes, pretende to be fold and delivered by the Complainant this Defendant, or by him this Defendant had received, or for any of the Complainants pr tended demands in the Bill mentioned. And then fore this Defendant doth plead the Act of Parli ment, made in the 21th year of the Reign King James the First. And prays the benefit the faid Act of Parliament for Limitation of Ad ons. All which matters this Defendant pleade in Bar of the Complainants faid Bill, and of t Complainants pretended demands by his Bill forefaid, for which he feeks to be relieved, a in Bar of the faid Bill, and this Defendant pra to be hence dismissed with his reasonable Co and Charges in this behalf wrongfully sustained

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Defendant pleads a former Bill depending for the m matters, in bar to the Complainant's Bill.

HIS Defendant by protestation, not confef- Sect. 13. ing or acknowledging all or any of the matin the Complainant's faid Bill contained to me, in fuch manner and form as the fame brein declared and fet forth: For Plea anto faith, That the faid Complainant in Term, which was in the year of our Lord 1687. did Exhibit his Bill into this Honour-Court, to have an Account of Money raihad and received out of the Rents, Iffues and of the Premisses, in the Bill mentioned. Guardian, during the Minority of the plainant, against this Defendant, in the same and form, and for the fame matters, and same effect, as he doth now by this his Bill. thich first Bill this Desendant did put in his and the Complainant thereunto replid Witnesses were examined on both sides, beir Depositions duly published: And the mer Bill is ftill depending in this Honour-Court, and the faid Caufe undetermined. terefore this Defendant doth plead the faid Bill, Answer and Proceedings, in Bar to did Complainants now Bill: And humbly the Judgment of this Court, whether he compelled to make any further or other tr thereunto. בעבר בעם במת במת the supply we and olde

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The Defendant Answers to part, pleads a Purebase a valuable Consideration to other part of the M ters in the Bill, and disclaims as to the Residue.

HIS Defendant faving to himfelf, de. Sect. 14. Answer faith, it may be true, that E.B. the Bill named, did lend fuch a Sum of Money W. B. in his Life-time in the Bill named, and fecurity of the repayment thereof, had fuch D by way of Mortgage granted to him, as in the Bill is fet forth, and that the Complainant is intituled to the benefit thereof, but of his of knowledge knoweth not of fuch Mortgage m by the faid W. B. in his Life-time, and deniet Combination and Confederacy, &c. And the refidue of the Bill of Complaint, this De dant by protestation not confessing, de. Asto the Messuage or Tenement in the said Bill me oned, situate and being in the Parish of M. the Lands and Appurtenances thereunto bel ing, in the Bill of Complaint mentioned to the possession of this Defendant or his Assigns Plea faith, That he this Defendant is a Purc of the faid Tenement with the Appurtenance Premisses, for a valuable Consideration in Mo really and bona fide paid to the faid W.B. Life-time, without the notice of the Comp arits pretended Title in the Bill mentioned; that the faid W. B. hath by good and fuffi Conveyances in the Law, as this Defenda advised, conveyed the same to this Defendan his Heirs, absolutely, without any mann Condition, Proviso or Power of Redem All which matters and thin whatloever. this Defendant is ready to aver and prove, Honourable Court shall Award, and humbly s

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is fame in bar to so much of the said Complainant said Bill of Complaint, as this Defendant hath
otherein before answered: And humbly prays
is judgment of this Honourable Court, wheier he ought to set forth the date and contents of
is Deed of purchase, or the effects thereof,
hereby to enable the Complainant to inspect
in Defendant's Title to the purchased Premisses,
and as to all other the Lands and Tenements in
the Complainant's said Bill of Complaint mentimed, other than what he this Defendant hath
leaded unto, as aforesaid, he this Defendant dissimeth all Right and Title thereunto, and
tows nothing thereof, without that, &c.

h several Answer of Daniel Witherly Defendant, n the Bill of Complaint of the Right Honourable George Lord Jefferies, Baron of Wem, Complainant.

HIS Defendanth craveth favour to make Sect. 153 known some proceedings in this Cause, ch, as this Defendant conceiveth, are someg materially relating thereunto. He faith, Vide Bill the this Defendant upon confideration of the for Relief Complainant's Bill, and finding that he this against a tendant could not make a perfect Answer there-Recogniwithin the time limited for fo doing there-zance. by the Rules of the Court; thereupon this f. 56 L. endant did on Wednesday the 24th of February Petition the Hononrable Sir John Trevor Kt. ther of the Rolls, thereby fuggesting, amongst er things, That the Writings or Counterparts trein mentioned, being in the Country, withthe fight whereof this Defendant, who little seded this Suit, could make no perfect Answer the faid Bill, as by Affidavit thereunto annexmight appear. And therefore this Defendant

by the faid Petition, prayed a Commission to A fwer in the County, as in fuch cafes was ufu and both fides attending his Honour by directi therein, his Honour did declare or fo Order. The he would not grant or permit this Defendant have any Commission to take his Answer in Country, but this Defendant must make fuch fwer as he could within the time limited, as affective as affective as affective as a few and a second as a few faid: wherefore, rather than this Defendant wo incur his Lordships the Complainants displeasing he this Defendant resolved to make such Ans as he could upon his remembrance, although must not have the help and perusal of his W tings, for the more perfect answering the faid B as aforesaid. This Defendant therefore saving himself now and at all times hereafter, all vantages and benefit of Exception, to the in eainties, imperfections and infufficiencies of Lordships the Complainant's Bill, for Answer to fo much thereof as this Defendant conceive is concerned to make Answer unto, He faith doth believe it to be true, That this Defend was, as he supposed, seized in Fee-simple, o fome other good Estate of Inheritance, subject a Mortgage before made unto Henry Political the Inner-Temple, London, Efq; of and in the B my of Wem in the County of Salop, with its Rig Members and Appurtenances, and of the Ma of Wem and Loppington, and of the Advow Donation and Right of Patronage of the Ch of Wem aforesaid, and so had been Lord of faid Barony and Manor for very near Two Years together, and doth very well rem ber that he this Defendant about the mentioned in his Lordships the Compl ants faid Bill, viz. upon or very near the tu ty fourth day of Odober, 1684. did wait and apply himself unto his Lordship the C plain

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dinant, and did then acquaint his Lordfrip. that although he the faid Complainant had been Councel for this Defendants Tenants of the Manor, against this Defendant, yet neverheles he came then to propose to his Lordship. addid then offer him the Sale of his this Defenants faid Barony, Manors, Advowson and Preof which this Defendant then believed might ki kindness to his Lordship as well as conveor this Defendant, because this Defendant Merced his Lordship to be much in the Kings Miesties Favour, so as his Majesty might in shore deservedly confer farther Honour upon his ordhip. And that his Lordship the Complainmight in many particulars help this Defenn to his Right and do him kindness, and reupon this Defendant believeth he did use me Arguments or Reasons to induce his Lordthe Complainant to buy the fame, as namely, Myit was (as this Defendant had been informas Ancient a Barony or Seigniory as most ein the North-west part of England, and that ad never been fold fince the Conquest, until Defendant bought it, and was of a very large tht, consisting of thirteen or fourteen Townand almost twenty Miles compass, as this andant had been informed, and the chief in thereof was an Ancient Market-Town, hat it was within ten or twelve Miles of the where his Lordship was born, and his nea-Relations did then dwell, as this Defendant informed, with which Reasons or Arguit, and some other Proposals, his Lordship Complainant feemed fo well pleased, that leturned this Defendant his thanks for this indants Civility therein, and said whether he Purchase it or not, he tock this Defendants very kindly, and would do this Defendant

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any kindness or Favour in his Power, or word to that effect, and then defired this Defendant to bring him a Particular thereof fo foon as he could, and his Lordship would treat with him concerning the Purchase of the same. And this Defendant doth also believe, That on or about the 27th day of the faid Month of October, 1684 this Defendant did bring unto his Lordship, th Complainant, a Particular of the faid Barony of Manors, or fo much thereof as this Defenden did intend to fell, a Copy of which particular as this Defendant remembers is here inferred, vi A Particular of the Barony of Wem, and of the Manors of Wem and Loppington, wherein the are thirteen or fourteen Townships, viz. Th Township or Borough of Wem, being an ancie Market Town, and new built, by reason that was lately burnt, the Township of Dyches, Low Norton, New-Town, Wooverly, North-wood, Edit fton, Cotton, Steel, Affon, Tilly, Sleap and Louis ton; the Rents of the Freeholders within the fa Manors (most or all are to pay Herriou a Relief on the death of Tenants, as appears the Records) are Five pounds fourteen shilling per Annum, at twenty years Purchase, One hu dred and fourteen pounds. Memorandum, T before the Court of Wards was put down the were feveral persons of Quality that held the Manors and Land of the Barony of Wen, Knights Service, &c. and were Wards to Lords of VVem. The Copy-hold Rents of said Manors Fineable at Will, are Fifty th pounds, five shillings and eight pence, per and much of it is not above. Three pence in the pour fome Four pence in the pound, and very in above Six pence in the pound, at twenty ye purchase, One thousand threescore and pound, thirteen shillings and four pence.

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improved yearly value of all the faid Copyhold Meffuages and Lands, whose Fines are Arbitrary and at Will, upon every death and alienation of Tenants and Heriots are payable upon death and dienation of Tenants or Under Tenants, and where that die upon those Lands, as by the Reords appears, are Two thousand pounds per Anat Four years Purchase Eight thousand pounds. The yearly increase of some Copyhold Rents by breement lately made with them, in lieu of mir Arbitrary Fines, for about One hundred and thirty pounds per Annum, Copyhold Lands over and above One hundred pounds in Money paid, Twenty fix pounds ten shillings four pence, per dimum, to be paid over and above all payments. hatloever, at twenty years Purchase, Five undred and thirry pounds fix shillings and eight ence. The Demesne Lands or Rents of Lands hand, with some old Cottage Rents, whose lands are only valued in all the Townships with both the faid Manors, are Fifty five pounds per hours, at eighteen years purchase, much of it ng improveable. Nine hundred ninety nine und. The perpetual Advowson of the Rectoor Parsonage of Wem, whereupon there is a ge half Timbred House called the Hall, with ut Barns, &c. Orchards, Gardens and Gleeb ads, above Thirty pounds per Annum, which the Tythes are valued communibus annis at te hundred pounds per Annum, at three years chase, Fisteen hundred pounds. The Timber Cotton Wood, above Seven hundred Trees, most it good found Timber, valued at Four hunpounds. Memorandum, There is a great Marevery Thursday of Corn, and at usual times p, or the Toll of the Corn supposed to be worth Forty pounds per Annum, not valued, tele of the discontinuance of taking Toll,

there must be a new Grant, and the Market House new Built, which was burnt in the late Fire; and there are three Fairs yearly, the Toll whereof is about Eight pounds per Annum, which indeed is spent with entertainment of the Officers, and the Lord of the Manor's Friends, who attend the walking of the Fairs. The profits of Wem Moss, getting Peat and Fire Wood, worth yearly Fifty hilling. The like in Cotton Wood worth yearly Twenty shillings. Memorandum There are great Royalties of Fishing, Fowling Waifts, Eftrays, Felons Goods, and Common of a large extent. All which amount unt Twelve thousand six hundred sixty three pound or thereabouts. And foon after this Defendan waiting upon his Lordship to know his pleasu therein, he the faid Complainant did refer th Defendant to one Mr. Edward Fennings, who (as his Lordship told this Defendant) he did i ploy about some of his private Affairs, and wi whom this Defendant was to treat, and that faid Edward Jennings should from time to ti receive Instructions from his Lordship the Co plainant, and know his mind concerning Purchase of the Premisses; but the said Mr. ward Jennings (as this Defendant was fentile did delay him until about the end of Michal Term, One thousand fix hundred eighty four which time this Defendant doth believe he been prevented of a Purchasor that (as this fendant was informed) would have made a chase of the Premisses: And thereupon this fendant did apply himself again to his Lord the Complainant, and did acquaint him of many delays that had been put upon this D dant by the faid Mr. Fennings, and that this fendant did not believe he should have any sai with the faid Mr. Jennings, because the faid Fee

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Tennings did, as this Defendant hath heard, make nie of one George Chambers, so called, who was a professed Adversary of this Defendant, as he had majon to believe, and also of some other Persons of his this Defendants Tenant of the faid Manors. the had for many years before that time profemted tedious Suits against this Defendant, as he as advised, on pretence of getting twenty fetual Customs, or thereabouts confirmed, both in tourt, and in your Majesties Court of Exdeputer, from whom this Defendant, for the Reaaforesaid, could not expect any just or fair aling, and therefore defired his Lordship the Complainant, That he would reloive on some her couse, or give this Defendant leave to se with some other person, whom he supposed the probably be, and had reason to believe ald be a Purchasor of the Premisses: And behe this Defendant was not only ingaged for bnies borrowed on his own Account, but also feveral great Sums of Money borrowed for his for payment whereof this Defendant must howledge he was threaned to be Arrefted; lo might then acquaint the Complainant : creupon his Lordship the Complainant, did wint a meeting at his Chamber, where one urd Kinaston, Esq; was present, and this Deant, and also the said Edward Jennings, at th time his Lordship the Complainant did kly declare his Resolutions and Intentions to hale the Premisses, and that his Lordship d pay to this Defendant fo much Money at is Lord ant as he could be fatisfied by his Friends or nim of ots information the Premisses by their Estithis D would amount unto, which being afterat this any fai and fix hundred pounds or thereabouts; he faid was agreed to be paid down, and as this Defen-Fe

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Defendant remembers was very justly paid by the Plaintiff upon Sealing the Conveyances of the Premisses as herein after is mentioned, in part of the faid purchase Money. And this Desendant doth acknowledge and believe it to be true, That in regard his Lordship the Complainant could not (as was then alledged) receive fatisfaction of the true value of the Premisses intended to be fold. It was agreed, That One thousand pounds of the faid Seven thousand fix hundred pounds should be the price of the faid Advowson, although this Defendant was informed, and so did then ac quaint his Lordship the Complainant, That the perpetual Advowson of the said Parsonage wa really worth, and would have been fold, as this Defendant was informed, for Fifteen hundre pounds, the same being commonly reputed Fiv hundred pounds per Annum, and his Lordhi should leave it out of the particular if he pleased but his Lordship the Complainant then declare to this Defendants best remembrance, That would not buy the faid Barony, Manors and Pr misses, except he might buy the said Advows And this Defendant being for the realo herein mentioned, willing his Lordship the Co plainant should purchase the Premisses, or much thereof as this Defendant was resolved fell, this Desendant did agree to accept of 9 thousand pounds, part of the said Seven thousand fix hundred pounds, for the purchase of the Advowlon, as aforefaid. And this Defendant believe it was also part of the Agreement, I the Six thousand six hundred pounds, remain of the Seven thousand six hundred pounds in Bill mention, should go towards payment of rest of the Purchase-Money, and that tw years value should be the rate and price of old Rents, as well chief Rents paid by the Ten

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Tenants as the Rents of the Copyholders of Inheritance, as they should be ascertained by the persons to be named for that purpose, and that he Rate and Price for the faid Barony and Manot, and the casual Fines and Profits of Courts and Privileges by the Deed conveyed (except for the Timber-Trees in Coston Wood) and for the Conages and Lands not Copyholds, but in possesfon of this Defendant or his Under-Tenants for ven, or at will, should be three years value of the Copyhold Lands, parcels of the faid Manors, who granted and conveyed as they are or were worth in possession, as the same should be ascernined by the faid Persons, and the rate and price hat should be paid for the faid Timber Trees in Guton Wood, and the Cottages and Lands, not beg Copyhold, but in possession of this Defenint or his Under-Tenants for years, or at will, hould be fo much as should upon a true value be k down by the faid persons for that purpose to gamed. And that the said Eward Kinaston of lay, Esq; was named for his Lordship, the Comminant and William Adams of Longdon, Elq; was med by this Defendant, upon their viewing, breying and informing themselves of and in Premisses, to compute and ascertain as well whe faid yearly chief Rents as the faid Cohold Rents are yearly, and what they amount at twenty years purchase, and what the true real annual value of the faid Copyholds are possession, and what Sum they amount unto three years value; and what the faid Timber tes in Cosson Wood, and the Cottages and Lands being Copyhould, but in possession of this tendant, or his Under-Tenants, for years or will, are really worth, and to fee down in ming, under their Hands and Seals, and the not Money to which they shall amount, and T 3 deliver

deliver to every of the Parties to the faid Deed, or his or their Order, one of the faid Writings, fo fealed and subscribed: And this Defendant believes, That it was also agreed, That the Complainant his Lordship should enter into a Statute of Three thousand pounds for the fecuring the refidue of the faid Purchase-Money, which this Defendant did then and still doth believe would amount to a confiderable Sum of Money, if the true and real value might be taken of the Premis fes fold, by perfons that would take a real care and pains therein. And this Defendant dott confess that the faid Henry Pollexfen, who had a Mortgage of the Premisses, as aforesaid, togethe with this Defendant, by their Deed dated on o about the twenty third day of December, On thousand fix hundred eighty four, made or men tioned to be made, between the faid Henry Poller fen and this Defendant of the first part, the sai Lord Jefferies, by the name of the Right He nourable Sir George Jefferies, Knight and Barone Lord Chief Justice of England, and one of h Majesties most Honourable Privy Council of the fecond part; and the Reverend James Jeffer Doctor of Divinity, one of the Prebends of t Church of Canterbury, and Edward Jennings the Inner-Temple, London, Esq; of the third pa reciting, That the Right Honourable Henry Du of Norfolk and others, by their Indenture, bear date on or about the one and twentieth day November, in the thirteenth year of his late N jesties Reign, for the Consideration therein m tioned, did demise and grant unto one John thur and John Hanson, all that the Barony Wen, and all those the Manors and Lordship Wem and Loppington, and the Advowson of Church of Wem, and all that Farm called Tre Farm in Tilly, and Trench in the Parish of W 210 14

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then or late in the possessions of John Sherres or his Affigns, with the Appurtenances, To hold from the day next before the day of the date, for One thousand years, reciting also further, as herein is recited. He the faid Henry Pollexfen for Confideration therein mentioned, did bargain, affign and fet over by the appointment of he faid Sir George Fefferies, and this Defendant Merant and confirm to the faid James Jefferies and Edward Fermings, their Executors and Affigns, the aforefaid Barony, Manors, Meffnages, lands and Tenements, Advowson and Hereditaents, and all and fingular the Premisses, in and the faid recited Deed, to the faid John Arthur ad John Hunson granted with their and every of er Appurtenances, except the Farm called the finch Farm, with all the Lands and Meadows creunto belonging, late in the Occupation of Illiam Viscount Stafford and John Sherrot, or one fhem, their Under-Tenants or Assigns; and exping the Messuage and Lands, called Baker's mement in Ashton and Tilly, or one of them, one House in Ashton, sometime in the pollesnof John Bold, and belonging to William Woolfe, tealed, and now in the profession of Elizabeth from, and the Tofts, Ground and Soil, and the Mage thereupon erected, and Garden thereto belonging in Wem, sometimes in the Ocpation of William Welfs, his Under-Tenants or gns, and lately purchased by this Defendant Roger Cook and others : And all the Estate and trest of the faid Henry Pollexfen and this Defenin and to the fame. To have and to hold faid Barony, Messuages, Lands, Tenements, rowfon and Hereditaments, with their and y of their Appartenances, in and by the faid led Tre d assigned and fer over unto the said James h of W fries and Edward Jennings, their Executors and T 4 Thomaga bo Affigns,

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Affigns, from thenceforth, for all the remaind of the term of One thousand years yet to con (except before excepted) without impeachmen of Waste, with Covenants against Imcumbrances Except one Deed of Assignment, made by the faid H. P. and dated the 20th of December, 1684 unto this Defendant, his Executors and Affiend and the Lands therein mentioned; as by the fair several Deeds, relation being thereunto had, o which this Defendant for his more certainty in the Premisses, doth refer himself, when produced ma appear. And this Defendant for farther Answer faith, That he this Defendant did by Indentur of Leafe and Releafe, bearing date on or about the 22th of December, 1684, made between this Defe dant of the one part, and his Lordship the no Complainant, by the name of Sir G. F. Knt as Bart. Lord Chief Justice of England, and one his Majesties most Honourable Privy Counsel the other part. This Defendant (as he believed for the Consideration of the said Sum of 7600 4500 L. whereof, or thereabouts, was paid to Taid H. P. or to his use, for his Interest in the P misses, and that the remainder of the said Sum 7600 l. this Defendant doth acknowledge he de believe to be justly and truly paid to this Defende and his Order, by his Lordship delivering or c fing to be delivered several Bills for the same the faid Mr. 7. to be paid and delivered to this fendant and to other persons by this Defendant's rection and for his use. And inconsideration farther Sum, secured by the said Statute, to be by his Lordship, this Defendant doth verily beli that he did grant, bargain, fell, release and o firm unto his Lordship the Complainant and Heirs, all that the faid Barony of W. in the Co ty of Salop, and the faid Manor or Lordship of and L. with their and every of their Rights, M pers and Appurtenances, and the Advowson

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which of Parlonage of the Church of W. and all Meffuages and Cottages, Lands, Woods, Under woods and Trees, Commons, Rents, Royalties, Prohand Perquifites whatfoever, to the faid Barony, Lordships, Advowson and Premisses therebelonging or in any wife appertaining, that wereretofore Purchased by this Defendant from H. H. (N.Efq; Sir H. P. Sir W. T. A.O. and J. T. meet as therein is excepted) And all Deeds, ConRolls, Transcripts and Miniments what soever, meerning the Premisses only, or part thereof, that m were in this Defendants pellession and custoand true Copies of all other Writings that neern the Premisses, with other things, To have to hold the Premisses (except before excep-) unto his Lordship the said Complainant, his ers and Assigns for ever, with Covenants against Incumbrances done by this Defendant, or any iming under him; Except the Estates granted Copy of Court Roll, and the Assignment of a ale heretofore made by H. late Duke of N. and ers, to J. A. and J. H. dated on or about the tof November, in the 13th year of the Reign King Charles II. and the Affignment made by faid H.P. of Treneb Farm, and other Lands mentioned, as aforesaid, being no part of Plaintiffs Purchase, as by the said Deeds, and the Conveyances before mentioned, to which more certainty in all the particulars, for the onsatorelaid, this Defendant doth pray liberty teler himself, may more at large, when produappear. And this Defendant doth also believe, by one other Indenture, dated on or about lame 23th of December, 1684. made or mento be made between his Lordship the plainant, by the Title and Name of the Honourable Sir George Jefferies Knight Baronet Lord Chief Justice of England, and of his Majesties most Honourable Privy Council

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Council of the one part, and this Defendant of the other part, reciting, That this Defendant had fold, and by the faid Conveyances had conveyed unto his Lordship the Complainant and his Heirs the faid Barony, Mannors, Advowson and Premisses (except as therein is excepted) and that his Lordship the Complainant had paid and fais fied to this Defendant or his order, the Sum of Seven thousand fix hundred pounds, towards the Purchase thereof, the Receipt wherof in manne as is before expressed, this Defendant doth ac knowledge. And whereas by reason his Lordhi the Complainant and this Defendant being at the same time remote from the faid Barony, could not fatisfie each other, in the true and real va lues of the quantities of the Lands and Rentsput chased, but had agreed that One thousand pound parcel of the faid Seven thousand fix hundre sounds should be the price of the said Advowled and that Six thousand fix hundred pounds, refid of the Money paid, should go towards payme of the reft of the faid Purchase, and that twent years value should be the rate and price as w of the Free Rents, as the Rents of the Copyhold of the faid Manors, or either of them, as the should be ascertained by the persons to that pu pose named. And that the rate and price the should be paid for the faid Barony and Mano and the casual Fines, profits of Courts, and other Profits, Benefits and Priviledges by the Deeds Conveyed (except for the Timber Tre in Cotton-wood, and for the Cottages and La not Copyhold, but in the Possession of this I fendant and his under Tenants for years or will) should be three years value of the Co hold Lands, parcel of the faid Manors, or eit of them, by the faid Deed granted, as they w worth in possession, as the same should be as

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ained by the persons therein named, and that e rate and price that should be paid for the id Timber Trees in Cotton-wood, and the Cotes and Lands not being Copyhold, but in poffion of this Defendant, or his under Tenants years or at will by the faid Deed granted mid be fo much as should be by the faid pers for that purpose named, fee down and pointed to be paid; Reciting also, That his ordhip the Complainant had named Edward buston of Oately in the County of Salop, Efg. him, and this Defendant named William 4of Longton, Elq; for him, to join with the Edward Kynaston, on their viewing, survey and informing themselves of and in the Preles, to compute and ascertain what the said mly chief or Free Rents, and the Copyhold as were yearly, and what Sum of Money y amounted unto, at the rate of Twentym Purchase, and what the true and real anvalue of the faid Copyholds were in posses-, and what they amounted unto at three is value computed, and what the faid Timber, tes in Cotton-wood, and the faid Cottages and ds not being Copyhold, but in possession of Defendant or his under Tenants for years or will, were really worth, and to be fee down Writing, under their Hands and Seals, fuch rates, prifes, valuation, and the Sums of bey to which they should amount, and deto every of the Parties to the faid Indenture; for their Order, one of the faid Writings bled and subscribed; And also reciting, That Lordship had entred into a Statute to him this indant in the penal Sum of Titree thousand ds. It was also by the said Indenture decla-That the faid Statute was given upon conin, That if the faid Edward Kynaston and Wil-

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liam Adams should by such Writing under their Hands and Seals, value, fet and appoint the Sum of Money to be paid to his Lordship, his Executors, or Administrators, to be above the Sum of 6600 L and his Lordship the Complainant, his Executors or Administrators should pay the same to this Defendant his Executor or Administrators in the Inner Temple Hall, Lon don, within a Month after fuch Writing, fo fea led, and subscribed, to him or his order deli vered, or if by fuch their Writing figned and fealed the valuation and Sum to be paid should be thereby computed to be less than 6600 l. the the faid Statute and Recognizance to be voi and of none effect. And this Defendant dot believe, That he did Covenant, That if by fuc Writing, so signed and sealed, the valuation Sur to be paid should be thereby computed to be le than Six thousand six hundred pounds, that the he this Defendant would within a Month after fuch Writing fealed and delivered to him, pay his Lordship so much Money as the valuation computation should fall short of the said Sum Six thousand fix hundred pounds. And the Defendant farther faith, That his Lordship the faid Complainant in and by the faid Deed d (as this Defendant believeth) farther Cov nant Grant and Agree to and with this Defe dant, That his Lordship the said Complaina his Heirs and Affigns, and all and every perf for him intrufted, should and would permit a fuffer this Defendant, his Executors and Adn nistrators, to have, take and receive to his of use, benefit and behoof, all Fines and Sums Money that by reason of the death of any Copyhold Tenants of the faid Manors, whi before the day of the date of the faid last recit Indenture, have been furrendred into the Lo han

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and, and the Fines thereof not yet fet, but on or before or after the admittance of the heir and Alienee, shall be fer and become pay-Me, and in default of payment to fue or profente, or make entries for Forfeitures, for or in he name and right of his Lordship the faid Comwinant or his Trustees, for the recovery therebut at his own cofts and charges, Provided hat this Defendant should and did at all times for harmless and indemnified his faid Lordship he Complainant and his Trustees, his and their Heirs, Executors and Administrators, from all of and charges that shall happen, for or by uson of any fuch Suit or prosecution in Law Equity, in or about the fame, which he this Defendant for himself, his Executors and Adminimors did Covenant accordingly to do, as by the last recited Indenture, to which, for more mainty in all the Particulars, for the reasons amedid, this Defendant referreth himself, more elarge, when produced, may appear. And this beendant farther faith, That he doth believe the id Edward Kinaston and William Adams were infirmed of the contents of the last recited Indenm, and of the Reference thereby to them and directed, for the valuation of the Presiles. And this Defendant doth believe the faid M. Kinafton and Mr. Adams, at the Summer Alis for Salop in August last, did appoint to meet that purpole, on or about the first day of Sepair last, to consider of the Premisses to them tried, and believes they did meet accordingly, this Defendant doth not believe that the faid Kinaston and Mr. Adams did according to the mer to them given, or according to the direon or intention of the faid Deed, at the request his Lordship the Complainant, or of this Demant, view, furvey and inform themselves of the

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the true and real values of the faid Copyho Lands and Premisses in either of the said Mano or in fuch manner as by the faid Deed was din Aed, neither did they, to this Defendants know ledge or belief, view or furvey any more of t Copyhold Lands of either of the faid Mano or any other Lands, part of the faid Manors, either of them, except the Lands belonging one Copyhold lying in Harton, then in the pull fion of the Widow Tyler, or her Affigns, or form themselves otherwise, than by some Co of a pretended ancient Survey, produced as t Defendant believes and was informed by the f George Chambers, although this Defendant had p duced and shewed to the said Mr. Kinaston a Mr. Adams, or one of them, a supposed Copy an ancient Survey, wherein there were feve Lands and Tenements, part of the said Man omitted, and also a particular of part of the s Manors, upon which this Defendant did purch the faid Manors and Lands, in which particu alfo, there were feveral Lands and Teneme omitted, as this Defendant afterwards did fit and as this Defendant did hear that they the Referees intended to have taken a view of m or all of the faid Copyhold Lands and Te ments, and other the Lands and Tenements by this Defendant, as aforefaid, before the first day of September, but were hindred or di ted some time before, by some publick, 25 1 as their own private concerns, the faid Mr. A ston, he being chosen by the County of Salop, of the Shire to ferve for the faid County in Par ment; and this Defendant believeth the faid Kinaston did accordingly attend that Service Parliament until the Month of July follow when the same was prorogued or adjourned. the faid Mr. Adams having not only fome buli

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his own private concerns, but also some dendency or imployment, by the Right Honourte the Lord Cholmondeley, in the County of Chein or about his Estate, fo that they the faid frees did not, as this Defendant remembers. et to act any thing in the faid Reference to m made, until about the first day of September And this Defendant believeth, That the faid Adams was prevailed with to come to Wens dother places, three or four feveral times, upconsultation with the said Mr. Kinaston, but Id not or did not stay so long as to make any or survey of the Premisses to them referred, take or make a true value thereof, as this Dedant hopeth to prove, because that he the said Adams (as this Defendant was informed) did the Lord Cholmondeley his coming from in to his House in Cheshire, so that the said Adams could not, as he then alledged to this findant, be well absent (until his Lordships mhome) from attending his Lordship and his ir, and therefore (as the faid Mr. Adams did m this Defendant) that Mr. Kinaston proposed at a general value of Eleven shillings the supon the Copyhold Lands, which this Deunt conceived to be a very unequal way, and fore he this Defendant did earnestly desire hid Mr. Kinaston, and Mr. Adams to make a final view of all the faid Copyhold Lands, other Lands and Tenements within the faid nors, which this Defendant had fold to the plainant, as aforesaid, as was directed and aded by the faid Deed, and that the true values Il the faid Lands would be much better and certainly known thereby, than a common ate of Eleven shilling an Acre, as this Defenbelieved; and because a great part of the lands did lie near or furround the said Mar-

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ket Town of Wem, from whence the Tenan might have feveral Materials for the improvement of the faid Lands, which this Defendant did the rather because the said Mr. Adams in the presen of Mr. Kinaston did make a particular view or est mate of the faid Widow Tylers Living; and then upon valued some part thereof, as this Defenda remembreth, at or about Twenty shillings Acre, which was near her House and easily it proved, and that whole Living would have mounted, as this Defendant verily believes, un Thirty pounds per Annum; and above, and was rated in the particulars fent to this Defendant the time of his purchasing the said Manors, A the faid Widow Tylers Living being valued but Eleven shillings the Acre, one with the other, highest rate of the said Living (as this Defend believed) did not amount to above Four and tw ty pounds per Annum, whereby it did plainly pear that the yearly value of the faid Living fall short of the common reputed value a fifth part, by that rate of Eleven shillings Acre, and so this Defendant did thereby supp and was well affured that most or all of the Copyhold Lands would by fuch general rate short a fifth part or thereabouts of the true real value thereof, the faid Copyhold Lands ing generally as good and valuable as the Widow Tylers (as this Defendant believeth) which this Defendant acquainted the faid Adams, and defired that he would use his Rea and Arguments with the faid Mr. Kinafon make a view and receive a more certain i mation of the true value of the faid Copy Lands, and other the Lands and Tenements by this Defendant, as aforesaid, which disc this Defendant did believe that the faid Mr. A would have made known to the faid Mr. Kin

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but for the Reasons aforesaid, and his daily exneding the return of the faid Lord Cholmondely, he faid he could not appoint any certain time when to attend the faid Mr. Kinaston, upon the bufiness aforesaid, but the said Mr. Jennings coming to Wem, on or about the eighth day of October laft, where this Defendant accidentally met him, at which time the faid Mr. Fennings did press for an end of the faid view and survey of the Lands and Premisses before mentioned, to whom this Defendant replied, that the persons to whose care the same was committed, were persons of Qualith, and had business of their own, as before is mentioned, and therefore this Defendant concived, it was not convenient they should be forted or pressed farther than their own Business or Occasions would permit, and that the said Mr. Mans, this Defendants Referee, had very lately before declared, That he was very uncertain of is return out of Cheshire to attend that business, because he did expect his Lordship from London, as foresaid; but the said Mr. Edward Jennings did miwer, That he would procure the faid Mr. Mams to meet at Elsemeete upon the Monday forning following, which was three days after; and this Defendant was credibly informed, that faid Mr. Edward Jennings was upon the ninth tenth day of October in the morning at the Lord Mondely's House in Cheshire, and did so prevail in the faid Mr. Adams as to meet at Elsemeere relaid, being the Monday Morning following, ing the twelfth day of the faid Month of Ostober at which time there was produced a Rent or particular of the Rents and Values, as well the Free Tenants, as of the Copyhold Rents, realed Rents; as of the Cottages and Lands in Dfendants or his under Tenants possession, ich this Defendant conceived to be about the H

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real value thereof, and doth yet believe the fame fo to be, which Rent Roll or particular this Defendant had about four or five Months before that time, as he remembers, fent to the faid Mr. King fon, to the end the true values thereof might be inquired after and better known, but upon the reading and examination thereof by the laid Re ferrees and the faid Mr. Jennings, whereby it ap peared that some part of the Lands in this Defen dant's Under-Tenant's possession, although the were not therein valued at more than this Defen dant was informed they were really worth, ye they being fet down fomething more than the faid Tenants did at that time pay, the faid Edwar Fennings took occasion thereby to give this D fendant very bad Language, and although the faid Referrees had not to this Defendants know ledge made any view or furvey of the Premise as was by the faid Deed directed, yet by the co trivance of the faid Mr. Fennings, as this Dele dant for the reasons abovesaid doth believe, a doubteth not to prove, if required, That he t faid Edward Jennings did draw up a Writing or near the thirteenth day of October, purporti an Award or Estimate of the Premiss, wherein it is alledged, That they the faid Re rees having viewed, surveyed and informed the felves of and in the Premisses, did compute ascertain the said yearly Rents, and other Re and Values of the Lands in possession of this fendant or his Under-Tenants, and all other ticulars to them referred, as if there had be real view and furvey thereof, which Writing altogether unknown to this Defendant, until Defendant came into the Room where the Referrees were about Signing and Sealing of faid Paper, purporting the particulars afore as this Defendant was aftewards informed

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which time this Defendant desiring to speak with his Referree, Mr. Adams, and enquiring of him of that they were going to Seal, the faid Mr. Adams give this Defendant little or no answer satisfacton to his demands, this Defendant then supposing was fomthing that would be to this Defendants eat damage, defired and forbid the faid Mr. flows to Sign or Seal any fuch Writing, especiwhen the faid Mr. Kinaston and the faid Mr. dans, as this Defendant believes had taken no afonal view or furvey of the faid Manors and misses, except the Widow Tylers Living, as freshid, and therefore they could not make certain Award thereof, as this Defendant bened, and the said Mr. Kynaston hearing or tag notice, as this Defendant supposed, of his course with the said Mr. Adams, they the said trees did both of them often declare, That withstanding any thing writ or by them seait should not be to the damage of this Deant, or words to that effect; Neither should hid Paper or Award, as the faid Mr. Kynathen faid and declared, be delivered to any m whatfoever, until the Particulars were er examined and rectified, as they should laster at any time, by any view or survey be informed, or by any other fatisfaction that Defendant should at any time then after proor make appear, or words to that effect. his Defendant upon his return to his own being much diffarished by the faid Proring s of the said Referrees, did about a week until ing, defire the faid Mr. Adams to meet this the dant, and to give him some more certain ng of nt of the faid Mr. Kinaston and his actings he faid Mr. Adams; And this Defendant did afore med Whitebureb on or about the twenty third baober laft, where the faid Mr. Adams did Uz acquaint

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acquaint this Defendant with the Writings Sealed and Subscribed by the said Mr. Kinafton and the faid Mr. Adams, wherein they had computed th feveral Sums of the feveral Heads and Particular to them Referred, but faid, they were further to be enquired after, as they should either upo their own view, furvey, or better information this Defendant, or otherwise to be made know unto them, be better informed, or words to the effect; and to that purpose the Desendant believ it is under their or one of their Hands. And the Defendant further faith, That he heard that i faid Mr. Kinaston did foon after go to London attend the fervice in Parliament, as aforefaid, a this Defendant came then foon after, viz abo the fifth of November to London, about his or concerns, where he hath continued for the m part ever fince, except some time spent in let ing up the Writings hereafter mentioned, lot this Defendant could not have any opportun to attend the faid Referees, to defire their per al view and survey of the Premisses, neither of this Defendant believe that the faid Mr. King and Mr. Adams according to the power and ctions to them given, at the request of his thip the Complainant, and of this Defendant otherwise, did ever view or survey the Prem as this Defendant believeth, otherwise the aforefaid, notwithstanding what is alledged done by them in the Writing dated on or the 28th day of January last past, whereby Said Mr. Kinaston and Mr. Adams, as is said in, do certifie, That they having viewed, for ed and informed themselves of and in the Pi fes, had computed the yearly Rents, as we Free Rents, as the Copyhold Rents, Burn hold Rents, Burrough-hold Herriots and inc Rents, to amount to Eighty one pounds for

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lings and eight pence half penny per Annum, which a twenty years Purchase did come to One thoufand fix hundred twenty four pounds fourteen dillings and two pence, and the yearly value of the Demesne and Cottage Rents, to Thirty two nounds two shillings per Annum, for which his Lordhip the Complainant was to pay to this Defendant twelve years purchase, which came to Three hundred eighty five pounds four shillings; and they did compute the yearly value of the Copyholds in the Manor of Wem, to One thousand three hundred twenty two pounds four shillings, three years purchase; and for the casual Fines, Herriots and other Profits, to Three thousand nine hundred fixty fix pounds twelve shillings; and the rearly value of the Copyholds within the Manor of Loppingson, to One hundred fixty three pounds hireen shillings and four pence, at the rate of tree years purchase; for the Fines, Herriots and ther Profits, did amount to Four hundred ninety me pound; and that they did value the Timber Cotton-wood to One hundred seventy five pounds, nd the Turbary in Wem Moss to Twenty shillings danum, at twelve years purchase was twelve and. All which Sums, as they fay, come to thousand fix hundred fifty four pounds ten allings and two pence, which was fifty four ands ten shillings and two pence more than been paid by his Lordship the Complainant othis Defendant. And the faid Mr. Kinaston and . Adams did order and appoint his Lordship the implainant to pay to this Defendant, the faid y four pounds ten shillings and two pence, acding to the Contents of the faid Indenture of reement of the twenty third day of December, ethousand six hundred eighty four, to which and last mentioned Deed this Defendant more certainty doth refer himself : And this

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Defendant further faith and acknowlegdeth, Tha there was a Parchment Writing, Subscribed with the Names of Edward Kinaston and William Adams faid to be an Award Published and Sealed by them, brought to this Defendant's Lodgings, on or about the eighth day of February last, by one Mr. Leaveing, as this Defendant understood his name to be, in a Paper subscribed for Daniel Wil therly, Eig; but the Seal thereof was broke open before it was delivered or left for this Defendant which when this Defendant faw it was broke open this Defendant did refuse to receive it from the faid Mr. Leaveing, who did notwithstanding leav the same in this Defendant's Chamber, he th Defendant being then going abroad about his or casions; which Writing this Desendant did no read till about a Week following: And this D fendant doth acknowledge and believe, That of or about the tenth day of February last, his Lon Thip the Complainant did, as this Defendant b lieveth, cause one Mr. Bloodworth as he said Name was, and one Mr. Harris, to tender to the Defendant the faid Sum of Fifty four pounds to shillings and two pence, although this Defenda did not tell the same, who did also demand this Defendant the faid Statute of Three thoula pounds, which this Defendant did then refu faying, That he would wait upon his Lord the Complainant himself, and give his Real why he did not receive the faid Fifry four pour ten shillings and two pence that was so tends nor deliver up the faid Statute that was fo manded, and upon or about the eleventh day February last, being Thursday morning, this Det dant did accordingly wait upon his Lordhip his House, and did desire his Lordship then to ceive the Reasons why he did refuse the Mo tendred, and delivering up the faid Statute.

his Lordship the Complainant then told this Defendant that he should give his Reasons in Chaner, for he would not hear the same, or to that effect, which as this Defendant supposeth is the ranse of this Suit, and which this Defendant hambly conceives might have been prevented if Hy Lordship had been pleased to have heard this Defendant speak, as aforesaid; but this Defendant doth not pretend his Lordship the Complainand did not cause the Money to be tendred, for this Defendant hath acknowledged the tender hereof, as aforesaid, but this Defendant hath reat reason to believe, that the said Arbitrators d proceed to make their Award contrary to the frections and intentions of the said Deed, and eve, as this Defendant humbly conceiveth and bubteth not to prove, if required, much undersleed the Premisses, and hopeth he shall not be included by their faid Award, because the said bitrators did not, as he hopeth will appear, ther view nor survey the Premisses, as they are directed and defired by the faid laft recited ted, of the Three and twentieth day of Decem-One thousand fix hundred eighty four ; fo they could not, as this Defendant is advised, proceed in the making of their Award. And laid William Adams was defired and directed proceed according to the faid Deed. And this endant doth deny that he ever threatned to on foot any Incumbrances, or that the Premifare chargeable with any Incumbrances as he ws of, other than fuch Incumbrances as he at first make known to his Lordship or his nt Mr. Jennings, and gave Money to an Atsy named or approved of by the faid Edward ings for the discharge thereof; and this De-Mo ant was informed and hopeth that they were idingly discharged. And this Defendant further

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ther faith, That he was fo far from detaining or concealing the Deeds, Court Rolls and Evidences touching the Premisses, that rather than he would discontent his Lordship the Complainant, he this Defendant took a Journey on purpose from London into Shropshire, on or about the tenth of December last, which was an unseasonoble time for him this Defendant to fetch up the faid Coun Rolls, Court Books, and Evidences that were in his Custody, and brought them to his Lordhi the Complainants own House, and delivere them to one Mr. Hitch, by his Lordship's Order although this Defendant had occasion to mal use of many of the said Court Rolls, Court Bool and Writings for recovery of fuch Sums of Mone as were agreed to be paid to this Defendant, as foresaid, but his Lordship did then order the sa Mr. Hitch to take a Catalogue, and to delive true Copy of the faid Catalogue unto this Dell dant, which this Defendant hath feveral tin defired and demanded from the faid Mr. His but he the faid Mr. Hitch hath told this Defend that the faid Edward Jennings hath got the Catalogue into his custody, so that this Defend without the particular order of his Lordhip Complainant, doth not expect the same from h by whom he hath been fo hardly dealt wi for when the faid last mentioned Indentur Agreement was perusing by the faid Mr. Polle he this Defendant did acquaint the faid Mr. lexfen, That amongst the Exceptions to ben on behalf of this Defendant, he did infilt two feveral Fines, which this Defendant lu fed to be due to him, one whereof was the of Robert Wilkinson for the Copyhold Lands he bought of one Mr. Aftley, and were to be fu dred by the faid Mr. Aftley to the faid Will for which purpose the said Mr. Aftle, a

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pefendant was told by him, had almost two years after sealed a Letter of Attorney to two Copyholders to furrender the fame, according to the cultom of the Manor, as hath been alledged by me Tenants, and for want of execution thereof. his Defendant's Steward had caused the said Wilbason to be proclaimed three Court days to take his Admittance to the faid Copyhold Lands and Temements, and the faid Wilkinson not appearing to be admitted, this Defendants faid Steward had culed a Seizure to be made of the Premisses, and Declaration in Ejectment was delivered to the hid Wilkinson, as this Defendant was informed, to with him the faid Wilkinson, before the Sale of he said Manor to his Lordship the Complainant, md also the Copyhold Messuage and Lands of Whet Gough, that was agreed for long before the ble of the faid Manor, to be Surrendred by one Mr. Short and Mr. Shenton, both which Fines this Reendant would have inferted into the faid Deed Agrement, but the faid Mr. Fennings then told Defendant, That his Lordship the Complainnt was a very Noble Worthy Person, and advithis Defendant to refer the fame to his Lord-, who, as he faid, would not deny this Deadant the same, or Words to that effect, thereredefired the faid Agreement might not be clogtherewith, fo faid the faid Mr. Pollexfen, or to ut effect. And thereupon this Defendant hahad some Experience of his Lordships the amplainants fair and honourable dealings, he Defendant was willing, and did thereupon are it out of the Agreement aforesaid, depenupon the Honour of his Lordship the Commant, whom also this Defendant did soon acquaint with the faid particular Fines, to th his Lordship did very worthily reply and Pare, That as to those Fines or any thing else, though

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though not inferred in that Agreement, which Mr. Pollexfen should think reasonable, his Lord thip would freely confent unto, but the faid Fines were both fince received by the faid EL ward Jennings, or his order or privity, as this Defendant hath been credibly informed. And whereas the faid Defendant by this Agreement, as he fuppofeth, is, among other things to receive all the Fines as are due from any persons for their Copyhold Lands and Tenements by the death of their Ancestors, or Surrender before the sale of the faid Manor, although they were not admitted to the faid Copyhold Land, nor their Fines fer, there having been many Tenants that delayed their Admittances fo long as they could, because of the Suits they had with this Defendant, yetthe faid Mr. Tennings hath caused some of the said Fines to be received also, as this Defendant hath been credibly informed, particularly John Calculation of Corton, his Fine, whose Father died long be fore this Defendant's Sale of the faid Manor, and although this Defendant, at the faid Mr. Tensing his being at Wem in October last, when he wa discoursing with the faid Calcot, as this Defendant supposed, about the said Fine, he this Desendant did demand the same, but the said Mr. Jenning refused to permit this Defendant to receive it, and as this Defendant hath been informed, the fai Mr. Jennings hath declared, That his Lordhi will not have his Tenants fued by this Defendant for any Fines or Money due to this Defendant although it be within the faid Agreement of th three and twentieth day of December, One that fand fix hundred eighty four. All which acting of the faid Mr. Jennings this Defendant believe are without the knowledge and against the wi of his Lordship the Complainant, whom this Defendant doth verily believe to have such Prin cipla Ш

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ciples of Honour and Juffice that he will not deny or deprive this Detendant of his just right. according to his Lordship's Agreement. And herefore this Defendant doth defire to make known to his Lordship the Complainant, wherein he this Defendant humbly conceives he is wronged because that in the Award before mentioned to be made and published by Mr. Kinaston and Mr. Alams, they have among other things, omitted and not valued, as this Defendant doubteth not to prove, if required, many Lands called the demeine Lands, or Lands and Cottages in this Defendant, or his Under-Tenants Possession; as herein after is mentioned. And the faid Referees have valued other demeine Lands and fome Corages at Thirty two pounds nine shillings per Anmm, for which they count but twelve years purdase, whereas this Defendant paid eighteen years purchase, as he believeth, for all Lands in possesfon, and believes them worth fo much, to there athird part taken off in that particular, which One hundred ninety two pounds ten shillings, nd they have totally omitted the Caftle Hill and little Alleys, valued in the paarticular, by which is Defendant did purchase the said Manor of , at the yearly Rent of fifty shillings; Fobs W. House let for many years past at thirty shilings per Annum, and other Lands, Tofts and Tements in Wem, worth per Annum, four pounds meen shillings more, as this Defendant hath informed, wholly omitted. In the Townof Newtown, feveral inclosures and incroachits, worth per Annum, one pound. In the unship of Northwood, Lands worth eleven nds fifteen shillings per Annum. In the Townof Editation, One pound feventeen shillings four pence. In the Township of Coston four ds eleven shillings and two pence. In the Township

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Township of Steel, seven shillings and four pence. In the Township of Ashton, ten shillings. In the Township of Tilly, twenty shillings. In the Town ship of Loppington, three pounds one shilling and fix pence. All which do amount, as near as this Defendant can compute the same, unto thirty two pounds feventeen shillings, which at eighteen years purchase comes to about five hundred ninety one pound fix thillings. And this Defendant believeth the faid Referees have omitted to value several Copyholds in the Township of Wem, in the occupation of John Whitfield, Thomas Jeb. Fobn Baily, Joan Bringes, Edward Joans, and other Copyholders within the faid Manor of Wem, be cause this Defendant hath valued the improved Rents of all the faid Copyholds, except the Burge ges, which this Defendant believeth ought to b taken by Copy and to pay Fines within the fair Manor, at One thousand six hundred seventy two pounds ten shillings per Annum, which this Defer dant believes to be very near or about the work of them, and doubteth not to prove the fame required, because many of the Tenants has paid their Fines, as this Defendant believeth, ter the same rate as this Defendant hath now v lued them, which is three hundred and fit pounds per Annum, or thereabouts, more than t Referees have estimated the same to be, which three years value is One thousand and fifty pour more that the Referees computation. And Defendant hath been credibly informed, That Copyhold Lands and Tenements in Loppington worth Two hundred pounds per Annum, wh the Referees not having made any view or fur thereof, as this Defendant believes do value One hundred fixty three pounds fix shillings four pence per Annum, which is thirty fix pour fix shillings and eight pence per Annum, suppo

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to be less than the true value, which at three years purchase, comes to One hundred and nine pounds, as this Defendant believeth. And the Timber in Cotton-wood, at the time of this Defendant's purchase, in his particular was valued at Two hundred eighty three pounds ten shillings : and this Defendant doth verily believe, That he did not cause to be taken away or felled above a fixth part of the faid Timber, which he believeth were not worth the interest of the Money that they were valued in the faid particular; fo that he may yet hope they are worth upon a moderate and reasonable rate above Two hundred and fifty pounds, which is Seventy five pounds more than the Referees did value the fame; neither have the faid Referees put any value upon the Burrough-hold Lands and Tenements within the faid Burrough or Town of Wem, which, as this Defendant hath been informed, are worth Two hundred pounds per Annum, or thereabouts, and whe Book of Customs or Custom-Roll, deliverby the Lord Newport, as this Defendant hath leard, to his Lordship the Complainant, a Copy whereof this Defendant had by the Complainants order delivered to him, they are all Fineable Elates, as other Copyholds are, by all which it vill appear, as this Defendant believeth, That e faid Referees have for want of their view and survey of the Premisses, made under-values, and omitted many things to be valued, which this Defendant supposeth is so done by the instiption of the faid George Chambers, or some other erson, which this Defendant believeth the rater, because upon examination of the Rent-Roll, wold Rents fer down, which the Tenants were pay, if any of the faid Tenants seemed to disthe fame, as namely, an old Rent that one loger Spendloe paid, and which had been paid, as

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this Defendant believeth, as well before this Del fendant's purchase as fince, for nineteen years and a half, the time this Defendant was Lord of the faid Manor, yet the faid Chambers upon information of the faid Roger Spendloe's Son and Heirs made a great scruple, and seemed to refuse to make allowance thereof; the like for a Cottage in one John Hughi's possession, at the yearly Rent of fix shillings eight pence, formerly paid for many years, because he did affirm the same to be out of repair, he the faid Chambers would not permit the same Cottage to be valued: And the Turbary of Wem Moss, which this Defendant half seen in a Rent Roll, as he remembreth, dated about a hundred years fince, at twenty fhillings per Annum, and was let by the Defendant at thirty shillings per Annum, is valued by the Referees but at twenty shillings per annum, and but twelve years purchase. And the Moss in Cottonwood worth twenty shillings per Annum, as this Defendant conceiveth, not valued at all. All which this Defendant doth humbly defire may be enquired after, and doubteth not but his Lordthip the Complainant, by a real view, survey and inspection of the Premisses, will be pleased to consider that this Defendant hath some reason to complain. And this Defendant doth well hope it will be made so plain, as his Lordship will no be displeased therewith. And this Defendant in ther faith, That he having by this his Answer now made known to his Lordship this Defendant Agrievances, he this Defendant is willing to refer the whole matter to his Lordship the Complainant's own confideration and determination and shall deliver up the faid Statute to his Lordship when he shall think fit to demand the same his Lordship giving this Defendant time and liberty to ferch it. And this Defendants will rely upon

upon his Lordship's Honourable dealing with him this Defendant, not doubting but his Lordship the Complainant will think of fome course to be taken in the particulars, for the better fatisfaction of this Defendant, whereby this Defendant may be incouraged to be useful in the Premisses for his Lordship's advantage. And this Defendant traverleth, without that, that any other matter or thing in the Complainant's faid Bill of Complaint contained, any way material or effectual in the Law for him this Defendant to make Answer unto, and not herein and hereby well and fufficiently answered unto, confessed or avoided, traverled or denied, is true. All which matters and things this Defendant is and shall be ready to aver and prove, as this Honourable Court shall Award. And therefore humbly prays to be hence dismissed with his reasonable Costs and Charges in this behalf wrongfully fustained.

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The Defendant Pleads Several Conveyances, Fines, and a Decree of this Court, in Bar to the Complainmi's Bill.

THE said Desendant by Protestation, not confessing or acknowledging all or any the sames or things in the Complainant's said Bill mained to be true, in such fort, manner and mas the same are therein and thereby set with and alledged. As to so much of the said as seeks to make subject to the Complaint's Judgment in the Bill mentioned, the Manor and other the Lands and Premisses mentioned in the said Bill, to be lying within the said in the said Bill, to be lying within the said in the Decree herein after mentioned; It that endeavours to make the said Lands and Premisses

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Premisses lyable to the Judgment alledged to be entred into by T.G. the Defendant's Father in the Bill named, unto J. G. in trust for J. B. in the Bill named; These Defendants for and by way of Plea fay, That H. G. Esq; deceased, late Grandfather of this Defendant H. G. did by his last Will and Testament in Writing bearing date on or about the feventh day of March, 1649, (amongst other things) give and bequeath unto the Defendant H.G. Five thousand five hundred pounds, and to F. this Defendant's Sifter Five hum dred pounds, and unto G. A. another of his Grandchildren Five thousand five hundred pounds and to E. A. his Sifter Five hundred pounds! Th faid Sums to be paid unto this Defendant and the faid other Legatees, at the respective Ages of on and twenty years, or days of Marriage, which should first happen, and in the mean time to be imployed by the Executors of the faid Will, for the best advantage of the said respective Leg tees: and of his faid Will made the faid T. and E. his then Wife, this Defendant's Father at Mother Executors, and shortly after died. At whose death, the faid Executors proved the sa Will, and took upon them the Execution there And the faid T. G. knowing he was to fecure t faid Legacies to this Defendant H. G. and the ther Legatees, and T.S. Citizen and Stationer of London, and H. K. of St. Mary Cray, in County of Kent, Gentleman, being feized of Manor of B. and divers Lands thereunto belo ing, in trust for T. W. Esq; and the Lady A. Wife, one of the Daughters of the Right H ourable Theophilus late Earl of Suffolk, by virtu an Indenture of Bargain and Sale inrolled in Honourable Court, and bearing date on or ab fal N the 16th day of July, in the year of our L 1649. made between the Right Honourable J

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Parl of Suffolk of the one part, and the faid The Walfingham and the Lady Anne his Wife, T. S. and H.K. of the other part, And the faid T.G. haring contracted and agreed with the faid The. Walfirebans, for the purchase of the said Manor of Bi and Lands thereunto belonging, by Indenture Tripartite, bearing date on or about the tenth day of March, 1650. made between the faid The. Walfingbam, the Lady Anne his Wife, T. S. and H. K. of the first part, the faid T. G. of the second part, and T. L. of the Middle Temple, London, Gent. and T.S. the younger of W. in the County of K. Gent. of the third part, The faid T. S. and H. K. whe appointment and at the request of the faid Walfingham and A. his Wife, did Demise, Grant, lurgain and Sell, unto the faid T. L. and T. S. the ounger, their Executors, Administrators and Afens, the faid Manor of B. with the Appurtenaces, and all their Lands, Tenements and Hereaments what foever, in B. and all Meffuages, Mills, ands, Tenements and Hereditaments whatfort, Meadows, Pastures, Commons, Wasts, Woods, oder-Woods, Fishings, Warrens, Rents, Servi-Reliefs, Herriots, Amerciaments, Court-Leets. its of Courts, Waifs, Estrays, Franchises and hirleges, and Appurtenances whatfoever, to faid Manor belonging or appertaining. To te and to hold to the faid T. L. and T. S. their ecutors, Administrators and Assigns, from the t of the faid Indenture, for and during and the full end and term of 300 years; Under tovilo to be void if the faid T. G. his Heirs, Exors, Administrators or Assigns, should pay or eto be paid unto the faid Ti S. the elder, and Lor either of them, their Executors, Adminilors or Affigns, the Sum of 2026 l. 13 s. of il Money of England, on the 16th day of then next, or to the same effect; as in and

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by the faid Indenture, relation being thereunto had, more at large appeareth. And these Defendants for farther Plea fay, That the faid 2026! 12 s. was not paid to the faid T. S. and H. K. ac. cording to the faid Proviso, whereby the faid E. state and Term of 300 years became absolute in the faid T. S. and H. K. and the same by several Conveyances and Meine Affignments is fince come unto and vested in G. C. of Cambridge in the County of C. Gent. in trust for this Defendant F.C. and to protect his purchase of the Premisses herein after mentioned, as in and by the feveral Conveyances and Affignments, purporting the fame effect, relation being thereunto had, more at large appeareth. And by Indenture of Leale and Re leafe, bearing date on or about the 12th and 12th days of March, in the year of our Lord, 1600 and Fine thereupon levied, They the faid T. Wa fingbam and also the faid Fames Earl of Suffolk, T. and H. K. at the request and by the direction the faid T. Walfing bam and the Lady Ann h Wife, did Grant Alien, Release and Confirm w to the faid T. G. his Heirs and Affigns, the is Manor of B. with all and fingular the Appune ances; And all Meffuages, Lands, Tenemen Mills, Meadows, Pastures, and Privileges wh foever thereunto belonging. To have and to ho unto the faid T. G. his Heirs and Affigns for eve or to that effect: As in and by the faid Indents relation being thereunto had, more at large peareth. And these Defendants for farther Pl fay, That by Indenture Tripartite, bearing on or about the 18th day of November, in year of our Lord, 1654. made between the T. G. of the first part, M. H. Widow of the fed part, O. N. Efq; and W.F. Gent. of the third p In Confideration of a Marriage intended to had and solemnized between the said T.G.

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H. and in confideration of 1000 l. part of the Marriage Portion of the faid M. and for divers other causes and considerations the said T. G. did ovenant befor the end of Hill. Term then next, to levy a Fine unto the faid O. N. and W. F. and their Heirs, or the Heirs of one of them, and which was levyed accordingly, of the faid Manor of B. and Premisses, to the use of T. G. for and during the term of threefcore years, if he lived fo long, and after the expiration or other fooner determination of the faid Term, to the use of the hid O. M. and W. M. and their Heirs, during the life of the faid T. G. upon trust to preserve coningent Remainders, and from and after his death, men to the only use and behoof of the said M: and her Assigns, for and during the term of her natural Life, for her Joynture, with other Reminders over, as in and by the faid Indenture of Fine, relation being thereunto had more at arge appeareth. And these Desendants for farther les fay, That afterwards in or about May, 1666 te faid T. G. and his faid Wife for a valuable Coneration, by Deed and Fine duly levied and extited, conveyed the faid Manor and Premisses J.P. and G.P. for the Term of 2000 years, un-12 Provisoof being void on payment of 2000 /. Interest, as in and by the said Deeds and Fine, ation being thereunto had, more at large apareth. And the Defendant. H. G. for further a faith, That the faid T.G. having also with nof the Estate of the said G. H. purchased in names of Major J. G. late of the City of Westfer, Esq; and J. E. of London, Grocer, the nor or Lordship of Dibden alias Dipden in the unty of S, with the Appurtenances. And the T.G. being seised of the Manor, or reputed anor of Rushton; Stockford and Bimieger alias minger with the Appurtenances, in the County X 2

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of Dorfet; and a Meffuage or Tenement with feveral Lands thereunto belonging, in Bodenho in the County of Wilts, By indenture bearing date on or about the 8th day of March, in the year of our Lord, 1654. made between the faid Major 7. G. 7. E. and T. G. of the one part, R. A. T.H. and F. W. of the other part; the faid J.G. and 7. E. by the consent and appointment of the faid T.G. as well for and in performance of a certain Decree made in this Honourable Court, the 10th day of November, 1653. in a Cause there then depending between the faid R. A. and G. A. and E. A. Children of the faid R. A. Complainants, and the faid T. G. Defendant, and for other the Confiderations therein mentioned, did Grant, Bargain, Sell, Alien, Enfeoff and Confirm unto the faid R. A. and T. H. their Heirs and Assigns for ever the said Manor or Lordship of Dibden alias Dipden with the Appurtenances, and all and fingula Messuages, Mills, Dove-Houses, Orchards, Mes dows, Lands, Rents, Reversions, Services, Pre fits of Courts, Privileges, Profits, Commoditi and Hereditaments whatfoever, to the faid M nor belonging, and the Advowson of the Redo and Church of D. together with a Mellunge, hundred Acres of Land, twenty Acres of Me dow, fifty Acres of Pasture, and fifteen Acres Wood, in Butshaw Folly, and Dipden or either them (except as in the faid Deed is excepte And also all the Manor or reputed Manor of B ton, Stockford and Bermiger alias Benninger, W the Appurtenances, with all and fingular the M fuages, Lands, Tenements and Hereditam whatfoever, thereunto belonging; and also faid Meffuage and Tenemant in Bodenbam, all Lands, Meadows, Pastures and Hereditan thereunto belonging, To have and to hold laid Manors, Melluages, Lands and Prem

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unto the faid R. A. and T. H. their Heirs and Afigns, to the only use and behoof of them, their Heirs and Affigns, in Truft for the respective benefit of the faid G. A. and E. A. Son and Daughter of the faid R. A. and for fecuring unto them fuch Legacies as were bequeathed unto them by their said Grandfather G. H. deceased. Under a Proviso nevertheless, That if the said T.G. his Heirs, Executors, Administrators or Assigns, or any of them paid unto the faid G. A. and E. A. fuch Sums of Money yearly, until they attained their Ages of 21 years, or should be married, as in the faid Deed are mentioned, and should also pay unto the faid G. A. at fuch time as he should attain his full Age of one and twenty years, or day of Marriage, which should first happen, the Sum of 5500 L and unto the said E. A. at her Age of one and twenty years or day of Marriage, which should first happen, the Sum of 500 1. or in case the said G. A. died before his said Age of me and twenty years or Marriage, then the Sum of 1000 L to the faid E. being for the Legacies even them by the last Will and Testament of he faid G. H. that then the faid Deed to be void, to that effect, as in and by the faid Deed, reation being thereunto had more at large appearth. And this Defendant H. G. for further Plea hith, That in or about Easter Term, 1668. he did Exhibit his Bill into this Honourable Court, against the said T. G. and M. his Wife, O. N. W. B. and F. his Wife, J. M. R. A. G. A. J. W. T. H. P. J. P. S.T. and others, thereby fetting forth Will of the faid G. H. and that the faid T. G. nowing he was to secure this Defendant's faid egacy of 5500 l. did purchase the said Manor B. and other Lands of the Earl of Suffolk, and tok the Conveyances in Trust for this Detenlant, and often so declared, and ought to be con-X 3 veyed

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veyed to this Defendant, towards fatisfaction of his faid Legacy and Interest, he having not received any part thereof. And this Defendant prayed by his faid Bill a discovery of what Estates or Title the Defendant claimed to the faid Manor of B. and other the Premisses in the Bill mentioned, and from whom, and what Debts, Legacies, or other demands they claimed from the faid T. G. and that this Defendant might be paid his faid Legacy and Interest. To which Bill the faid then Defendant put in several Answers. and this Defendant Replied, and Issue being joyned, divers Witnesses were examined, and publication duly passed, and the said Cause coming to a Hearing in this Court on the 21th day of Tune, the 21th year of his now Majesties Reign, and in the presence of Council learned on all fides: The Court after a long debate of the matter, and hearing what was alledged by the Council learned on all fides, and reading the Proofs taken in the Cause, The Points chiefly inlifted on between this Defendant and the faid B. and M. G. as to the Manor of B. being, which should have the Redemption thereof, and whether the faid Judgment entred into to B. could attach the faid Manor, it being full in proof, That the laid Manor was purchased with the Money raised out of the faid G. H. his Estate, and declared by the faid T.G. at several times to be purchased with this Defendants Legacy, and with an intent for the fecurity thereof, and for his use and benefit his Lordship therefore held it reasonable that the Defendant, whose Interest was much the greater ought to be admitted to the Redemption thereo And as to the next Point controverted, being the Security given to the Defendants the Ashleys to their Legacies, and the Twelve thousand pound in the hands of the Defendant's M. and T. and

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the purchase of R. and S. with 2800 1. being worth 200 l. per Annum, and his Lordship declared, That the faid Ashleys ought to have no interest, but the maintenance agreed on, and to be mid their Legacies in proportion with this Defendant, and did Order and Decree the same accordingly, for to much as had not been actually paid or fatisfied before the Exhibiting this Defendant's Bill. And that the 2800 L before paid for Ripley and Sopley, should be discounted and go towards the payment of their Legacies of 6000 L And the Defendants the Ashleys and their Trustees were to come to an Account with this Defendant for what the Manor of Dipden, Rushton and Bodenbam Farm were worth more than their Legacies in proportion with this Defendant and his faid Sister B's Legacies of 5500 1. and 500 1 proportionably, which was to go to their fatisfaction. And what the Defendants the Afbleys and their Trustees had received by the Rents and Profits of Ripley and Soply over and above the maintenance Money, was to go also towards payment of their legacies, and the Master was to examine and te how much Money Mr. Ashley had paid to Mr. C. in discharge of the Mortgage agreed to be discharged by the said T.G. And this Defendant was to Seal to the said Mr. C. the Counterpart of the Deed which the faid T. G. should have Sealed, and to stand in his place, and have the benefit of Redemption of the faid Lands in the Counties of Wilts, Dorset and Southampton, paying a proporionable part of the advantage thereby, towards he faid Legacy due to his faid Sifter B. And it as also Ordered and Decreed, that the said T.G. ould affign and transfer over to this Defendant, his the faid T. G's interest and demand in and the residue of the said Estate of the said G. H. or received in or disposed of. And the said

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T.G. and his Estate were to be liable to make fitisfaction for the surplus of this Defendant's Legacy, above what could be thereof fatisfied by the provisions aforesaid, with other direction as to the taking the Account. And afterwards the faid Cause was several times reheard, as to the interest of M. G. and W. B. and his Wife; but the faid Decree as to the Ashleys did and doth stand, and was confirmed: And at length it was, at the proposition of this Court (this Defendant and Mr. B. being then in Court, and also M. G. her Council confenting) Ordered, That the Differences between the faid Parties, should be referred to the final award and determination of Francis North, Efg; then his Majesties Council, now Sir Francis North, Knight, Lord Keeper of the Great Seal of England, and Sir John Churchil, and what end or award the faid Referees should make between the faid Parties, was by the like confen to fland confirmed by the Decree of this Court, to be observed and performed by all Parties, to all intents and purpoles, according to the tenor and true meaning thereof, without any Appea from the same, or order for confirmation thereof In pursuance whereof, the said Sir Francis North and Sir John Churchil made their Award, bearing date on or about the One and thirtieth day of July, 1671. after hearing of all sides several times and thereby certified, They had considered of the value of the Estate, as well of Berdenbal, as th other Estate, desiring if possible, that all partie should be fatisfied to the full of their dues, bu finding that the Estate would not bear the same and that there was no means finally to fettle di ferences between all the Parties, without the la of Berdenhal, they did therefore order and awan That the Manor of Berdenbal with the Appurter ances should be fold by Christmas then next, h

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he best value, and that in the mean time the faid meret should go on with the redemption of the premisses, she having then paid 1500 1. of the Mortgage-Money by Order of this Court, and hat the or her Truftees should take the Affignment thereof from the Mortgagees, upon an Acmunt to be taken by Sir John Coel, according to the Order on hearing, in case the Parties agreed not therein. And when the Land was fold the Money raised by Sale should be disposed of in his manner, (viz.) to fatisfie the Mortgage-Money wher paid with the interest thereof, from the time it was paid by Mrs. Grove, and out of the refile thereof the was to be paid the Sum of 1200% in lieu and full fatisfaction of her Joynture and all that she should claim out of the Estate of Mrs. Grove, and give this Defendant a Release of all uners touching the fame, and of all differences ween them. And they did also Order and Aand, That out of the faid Purchase-money, ere should be paid unto Mr. B. in full of all his emands cut of the Estate, in respect of himself this Wife, the Sum of 750 1. and that he and Wife should joyn in the Assurance to the Purafor of the faid Lands, and he was to deliver statute and all Securities he had in or upon Estate of this Defendant or his Father or undfather, and give this Defendant a general deale, who was at the same time to give him a Mease. And this Defendant and Mrs. Grove were joyn in an Affurance to the Purchaser of the Lands, which was to be fetled by the Mafter, to that effect; which Award was afterwards armed by this Court. And this Court being med that the Defendant had procured a Purer, It was on the 19th day of Offiber, in the ee and twentieth year of his now Majesty's In, ordered and decreed. That the faid Manor

and Lands should be fold, and that out of the D chase-Money the said Mrs. Grove should be same fo much of the Mortgage Money as she had the paid, and damages, and also the 1200 L according to the faid Award, who was thereupon to release to this Defendant accordingly. And that the Mortgagees upon payment of their principa Money and Damages, according to the Order of the One and twentieth of June, 1669. Should al fign the faid Mortgage to the Purchaler for fecur ing his Title to the Premisses, and to have the Cofts. and that Mrs. Grove should joyn in the Con veyance, or to that effect, as in and by the De cree figned and inrolled, remaining of Recon in this Honourable Court, whereunto these De fendants refer themselves, more at large appear eth. And these Defendants for farther Plea far That in pursuance of the faid Decree, the fai 7. P. and G. P. in consideration of 26871, 14 ro d. did by Indenture bearing date on or abo the 22th day of December, 1671. Grant and Affig over the faid Term of 200 years, unto Thomas R binson of the Inner-Temple, London, Efg; and the faid Term of 2000 years, unto Ralph Grange the Inner-Temple aforesaid, Gent. And the sa Margaret Grove in consideration of the said Su of 1200 L did by Indenture of Leafe and Releas bearing date on or about the 21th and 23th December, in the Three and twentieth year of now Majesties Reign, Release and Confirm un C. H. of the Parish of St. Dunstans in the West, La don, Gent. his Heirs and Assigns, the said Man of B. and all her Estate, Title and Interest and to the fame. And the faid W. B. by Indent of Leafe and Releafe, bearing date on or a the 21th or 22th day of December, 1671. in co deration of the Sum of 750 l. to him in had pe did Grant, Release and Confirm unto James

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Merchant, fince dead, his Heirs and the faid Manor of B. and all the Lands. mements and Hereditaments thereunto belongand all his Estate, Title, Claim and Demand ufloever, in and to the fame, or to that or the effect, as in and by the faid feveral Deeds Conveyances ready to be produced, and percunto these Defendants refer themselves. ore at large appeareth. And this Defendant 6 hath fold the Manor of B. with the Appurnances to the other Defendant F. C. And this fendant and his Trustees have conveyed the e, and all their Estate therein to the said F. C. his Truftees, and the Purchase-Money was paid and fatisfied to this Defendant, and the ongagees, or his or their Order, and no part ereof is left in his Hands, to secure him against Incumbrance whatfoever. And this Defen-Grove for his more certainty, as to the faid as and recitals of the faid Deeds Conveyances Decree, refers himself thereunto. And the F.C. faith, That he hath purchased of the faid er Defendant H. G. the faid Manor of B. and the Lands, Tenements and Hereditaments for consideration of 6500 l. which this Defenthath long since really and bona fide paid for same, and hath Conveyances of the faid Term 100 years, and 2000 years, and also the Inhericof the faid Manor and Premistes, duly executo him and his Trustees, whereby he is advised is legally intituled to the same, and ought quiethold and enjoy the fame. And this Defendant for further Plea faith, That he claimed the Manor and Premisses, and the Equity of Retion of the faid Manor of Dipden, Rushton, ford and Beninger, and Bodenbam Farm, over above what would fatisfie the faid Mr. A. and lifters Legacy by virtue of the faid Decree,

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towards fatisfaction of his faid Legacy of with interest (and which came far short to far the fame) and is advised the same is not either Law or Equity lyable to fatisfie the Judgment the Bill mentioned (in case any thing be d thereon) or any other Debts of the faid T. G. I which matters these Defendants do plead in Bar that part of the Complainant's Bill, and humb demand the Judgment of this Honourabl Con whether they shall be compelled to make further or other Answer thereunto. And the Defendants for Answer unto fo much of the fa Bill as is not herein before pleaded unto, fay, Th they do severally deny, that they or either them is or are Executor or Administrator to t faid T. G. or ever administred as such, nor kno of any person that was Executor or Administ tor to him, nor did they or any other in truft them, or either of them, or for their or either their uses, to their knowledge, possess any of his personal Estate, saving that this Defend H.G. had some old things, which to the best his Judgment were of the value of about the or four pounds, which were left in the Houle Mr. B. after he had taken the faid T. G's Goods Execution, as is hereafter fet forth. And this fendant H. G. faith, That the faid T. G. his p fonal Estate was before his death taken in Ex tion by the faid W. B. upon a Judgment or Jo ments obtained against the faid T. G. for T thousand pounds or thereabouts, which was known to the faid 7. B. and the faid W. B. the same for satisfaction thereof. And these fendants deny all manner of Combination wh with by the faid Bill they fland charged, or this Defendant F. C. hath in his Hands any of the Purchase-Money, for the said Manoro or did detain any part thereof to answer any cumbi

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rances the faid Lands might be liable unto whis Defendant H. G. faith, That the faid 7. was acquainted and well knew of the faid Suit of Proceedings, yer never did during the faid nit or the faid Thomas Groves's Life-time, exand the fame, as this Defendant ever knew or eard of. And this Defendant knows not of any ther Manor or Lands, than as aforefaid, that e faid T. O. or any other in trust for him, were ized or possessed of at the time the said Judgent is pretended to be entred into, or at any her time fince, except he was feized of the Maor of D. in the County of Effex, which, whether Mik Bill in were fold before or fince that time, this Defen the Title ant doth not certainly know. And these De- jed Lands endants know nothing of the Affignment of the to farisfie adgments in the Bill mentioned, nor what Ti-Judgments. the Complainants or any of them have to the sea. 1. me, or the Money due thereon, if any be, ithout that, &c.

In Defendant pleads a Verdict and Judgment thereupon, not undone by Attaint or Error, and the Statue of the 4th of Henry the IV. in Bar to the Complainant's Bill.

HE said Desendant by protestation not con-Sect. 17. fessing or acknowledging all or any of the atters or things in the Complainant's said Bill matained, to be true, in such fort, manner and mm as the same are therein and thereby set with; the Plaintiss's said Bill being to be relieved winst an Action at Law, brought by this Dendant for Fees due to this Desendant for manages several Law Suits for the Complainant, and Monies laid out and expended by this Desendant

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dant for the Complainant in managing the and to bring this Defendant to an Account. Defendant for Plea to the faid Bill faith, That a Statute made in the Parliament holden at We minster, the motrow after the Feast of St. Miche in the fourth year of the Reign of our late Sove reign Lord King Henry the IV. it is ordained and stablished, That after Judgment given in the Courts of our Sovereign Lord the King as well in Plea real, as in Plea personal, the Parties an their Heirs shall be thereof in peace, until the Judgment be undone by Attaint or by Erro And this Defendant faith and averreth, That b fore the faid Complainant's Bill of Complainter hibited, this Defendant brought an Action in the Court of Common Pleas at Westminster, for the re covery of his faid Fees, and Monies expende and due to this Defendant from the Complainan as aforesaid, and obtained a Verdict for 14 l an hath Judgment thereupon, which Judgment th Detendant avers was obtained before the faid B exhibited, and yet remains in full force, and not undone by Attaint or Error, and thereto this Defendant pleads the said Statute and Jud ment in Bar of the Complainants faid Bill, a humbly prays the Judgment of this Honourab Court, whether he shall make any further or oth Answer to the Complainants said Bill, and pre to be hence dismissed with his Costs in this half wrongfully fustained.

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manco mes T. ai fence res) on a he Joint and several Pleus of E.C. Widow, J. S. Esq; and M. bis Wese, three of the Defendants to part; and their joint and several Answers to other part of the Bill of Complaint of E.D. Complainant.

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THE Defendant E.C. by protestation not con-festing the matters in the Complainant's Bill Complaint alledged, or any of them to be ie, in such fort as the same are therein expresfor Plea unto the faid Bill of Complaint ith, That G. T. F. F. and T. E. affirming themives to be feized (and being feized as this Dendant is advised by her Council and believes) in heofall those Manors with their Appurtenances, mate, lying and being in S. in the County of B. mmonly called or known by the feveral Name Names of L. F. and B. in R. and of and in all e faid Site, Capital Messuage or Manor-House, th the Appurtenances in S. aforefaid, and also all Demesn Lands, and other Lands, Meadows, edings, Pastures, Woods, Under-Woods, Comins, Closes, Rents, Reversions and Hereditaents whatfoever, being part, parcel or memof the faid Manors, or either of them, and of all that Close called Heydon-Close, situate, ing and being in S. aforefaid, containing by mation 17 Acres. And also of all those Mefages, Tenements and Farms, with the Appurnances, commonly called or known by the ames of, &c. in the faid County of B. and one T. affirming himself to be interested and posses-(and being interessed and possessed as this tendant is advised by her Council, and becs) of the Premisses, by virtue of an Extent, in a Statute of 1000 L heretofore acknowledgby J. M. and J. M. in the faid Bill named,

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unto B.C. in the Bill also named, the this Defe dant did agree with them for the purchase of Pee-simple of the faid Premisses, and also of the faid extent thereupon. And that in pursuance the faid Agreement, the faid G. T. F. F. and T. by their Deeds of Lease and Release, bearing date, oc. and then or within few days after fe led and delivered (to which Deeds the faid ?, is a Party) did for a real and valuable Confiden tion, in Money truly paid, convey the faid M nors, Lands and Premisses, unto G. T. Gent. at his Heirs, to the use of him and his Heirs, in m nevertheless for her this Defendant E. C. and h Heirs; and the better to secure and protect same from Incumbrances, the said 7. 1. also, the like valuable confideration, in Money m paid, by his Indenture bearing date, or. andthe or within few days after fealed and delivered did affign the faid Extent upon the faid State unto her this Defendant: At which time, or any time before, this Defendant had not a nocice of the Complainant's Annuity of tok Annum, or the Statute in the Bill mentioned, fecuring thereof. And this Defendant did not the time of fuch Purchase by this Defendant, any time before, know any thing to the contra but that the faid T. F. E. and T. or some or one them, were the true and lawful Owners of whole and entire Premisses, without any for any person or persons whatsoever, and Defendant purchased the same, without any tice of the said Incumbrance of so I per Am upon the same or any part thereof, or of the Statute of roco l. in the faid Bill mentione which matter by her this Defendant pleaded, doth aver, and will prove as this Honoura Court shall award, and humbly demands the Ju ment of this Honourable Court, whether the

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be compelled to make any other or further Arifwer to the faid Bill, or make any discovery, whereby to prejudice and incumber the faid Premisses, or any part thereof, further or otherwise han by her Aniwer the hath hereafter done. And the faid Defendant E. C. faving the benefit of her Plea for Answer saith, That neither at any time before, nor at the time of the purchasing the faid Estate and Statute, she ever knew or heard, nor had any notice, of the Complainants pretended Rent or Annuity of 50 l. per Annum, or any other Sum, or of the faid Statute pretended to be enred into by the faid F. M. or any other Incumrance which the Complainant had on the Premisses or any part thereof. And the said J. S. and M. his Wife, likewife by way of Plea fay, That the claim they make to the faid Premisses, is under the said Purchase and Title of the said E.C. her Plea set forth, And that they of either of hem never heard or knew until near about a par before the exhibiting of the Complainant's Ill, which was long after the purchase of the hid E. C. and long after the claim these Defenants make to the faid Premises of the Comlainant's Rent or Annuity, or Statute of 1000 /. the faid Bill fet forth. And they do also aver heir faid Plea, and humbly demand the judgment this Honourable Court, whether they or eiber of them shall be compelled to make any furher Answer to the said Bill, other than what ey do hereafter answer unto, And all the Dendants by Answer deny all Combination by the charged, and justifie detaining the Evidenand retuse to discover them to the Com-Premisses, by and under the purchase of faid E. C. as aforefaid, as it hath gone ever

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fince the faid Purchase. And pray to be dismissed with Costs.

The Answer as to part, and Plea as to the other part of Sir T. M. Baronet, Defendant; to the Bill of Complaint of R. P. Gent. Executor of Dame S. L. Complainant.

THE faid Defendant faving to himself the benefit and advantage of exception to the many incertainties and infufficiencies of the faid Complainant's Bill of Complaint; for Answer to fo much thereof as he conceiveth material for him to Answer unto saith, That he was intimated by acquainted with Sir 7. L in the Bill named both before his Marriage with the faid Dame & and after, until the time of his death, and that he the faid Sir R. L. hath complained to this Defen dant, that there were very first Articles made upon his Marriage with the faid Dame S. and la mented his condition, that he deposited his Mo nies in the Truftee's Hands, and could not com mand a peny, nor perswade his Wife to aban any part of the strictness of them, and thereupon went into the King's Army, and as he remem breth, was made Major General of South-Wales and being at Ragland Castle on or about the 16th of October, 1642. told this Defendant that he ha a considerable Sum of Money by him, which h would deposite in this Defendant's Hands, that h might have of his own to command, and that h repented he had put so much into his Wives hand or power, and declared to this Defendant that h should have no more Money of his, and that he died in the Wars, he did charge this Defer dant by no means to let his said Wife have i but should be kind to his poor Relations, if that any of them came to him, But this Defendant faith, that he never did know, see or re-1, or heard read, either the Articles or Bond in the Bill menfioned, nor any Part, Copy or Counterpart of mem, or either of them, nor was ever acquainted with the purport of them, or either of them, by the faid Sir R. L. or any other, in any other manner than is above-mentioned, fave by this present Bill. And this Defendant confesseth it to e true, That on or about the faid 16th of October. this Defendant did receive of the faid Sir R. L. a considerable Sum of Money (though what the ame was this Defendant conceiveth this Honourthe Court will not compel him to discover, for the reasons hereafter in this his Answer and Plea fledged) but 'twas nor the Sum of Money in the alledged. And upon receipt of the faid Sum Money this Defendant did give the faid Sir R. La Note under his Hand, tellifying the receipt the faid Money. And that this Defendant did omife to keep it for him in his custody, until time as this Defendant should be ordered to pose of it by him for his use. And this Dedant did receive the same upon no other trust. dition, direction or agreement whatfoever, mas aforefaid. And this Defendant faith that he short time after the said Sir R. L. was slain the Forest of Dean, and afterwards, to wit in about the Month of April, 1644. one Mr. G. L. other of the faid Sir R. L. came to this Defen-, and brought to this Defendant the Note alaid that this Defendant had given to Sir R.L. to the best of his this Desendants Rememnce, Letters of Administration to his Brother's te, and demanded the Money fo as aforefaid, ofred in this Defendants custody, whereupon Detendant having before that time lent the

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faid Sir R. L. fome small Sums of Money and made several disbursments for the said Sir R. L. Account, which were allowed to this Defendant by the faid G. L. and were really due to this De fendant from the faid Sir R. L. at his decease, this Defendant did pay and fatisfie to the faid G.L. really all the rest of the Money deposited in his Hands, as aforesaid, and had his former note deli vered him up, and the faid G. L's receipt for the whole Sum so deposited, as aforesaid, neither di this Defendant ever know or was acquainted the the faid Sir R. L. made any Will, or any Exe cutor but by this Bill, nor hath he or ever had or evertook into his possession any Goods, Mone or other things of the faid Sir R. L. fave the Su aforesaid, nor hath any other person, or everly the same or any of them by this Defendant's rection or order. And as to the discovery what the faid Money was, and in bar for a relief to be had in this Honourable Court again this Denfendant for the faid Sum of Money deposited, as aforesaid, This Defendant sai That he did really and bona side, satissie the s G. L. for the same, and that he did then to hish remembrance inform this Defendant that he Administrator to the said Sir R. L. and that faid Sir R. L. had made no Will. And this Del dant did really believe that he was the person ought of right to receive the same. And the fore conceives that he is not liable to discove Equity the Sum of Mony which he hath really tisfied and paid to him that had, as far as this fendant knew, the only right to the fame. this Defendant further faith. That after the Money was deposited in his Hands, he did and was resident within this Realm of En until the Month of June, in the year of our God, 1647. during which time there was no

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Action or Suit commenced against this Defendant, to the knowledge of this Defendant, or fince, mitil this present Bill that was exhibited in Hiller Term laft. And therefore this Defendant Pleads the pleadeth the Statute of Limitations, and as this Statute of ale is, craveth benefit thereof. All which mat-Limitatiers and things this Defendant is ready to aver and prove, and demands the Judgment of this Honourable Court, whether he shall Answer to the matters herein pleaded to. And this Defendant for further Answer faith, That he knoweth not what Will the faid Dame Sufannah made, nor what Legacies she bequeathed, nor whether she made any Will or any Executor. And confesseth, That from the faid Month of June 1647. until the Month of November 1671. he returned not into England, but was refident in Barbadoes or Jamaica, excepting the time of his passage to and from the faid places, and in all that time, he doth not remember that he received any Letters or Messages from the said S. L. or her Executors, or any other persons on her behalf, touching the hid Money, or any thing elfe supposed to be belonging to the faid Sir R. L. And prays to be dimift with Cofts.

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The Plea of W. B. Esquire and E. bis Wise, who was the Widow and Reliest of J. Y. Esquire desegned, and one of the Daughters of F. P. Esquire deceased, to part, and their Answer to the residue of the Bill of Complaint of F. P. Esquire, Grandfon and Heir of the said F. P. Esquire deceased, Camplainant.

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HE faid Defendants by Protestation not acknowledging or confessing the matters and things in the Complainants faid Bill contained, or any of them to be true in fuch manner and fort as therein and thereby is expressed. For Plea to fo much of the faid Bill, as feeks to draw in question in this Honourable Court, their the faid Defendants or either of their Titles to a cortain M. fluage or Farm, called F. in the faid Bill mentioned, and the Lands, Tenements and Heredisaments thereunto belonging, or any part thereof, or feeks to compel them these Defendants to fer forth and discover the date and contents of their Leafe thereof, or to deliver unto him the faid Complainant an Authentick Copy or Counterpart of their said Lease, say: And first the laid Defendant E. faith, That she this Defendant about five or fix and thirty years fince being very young, and under the government of her faid Father, was, by and with his confent and good liking, upon fuch Terms and Conditions as he thought fit to make, married to the faid 7. T. who, as the this Defendant was informed by her faid Father, and most affuredly believes, was by the Agreement made between him this Defendant's faid Father, before his the faid J. r. his intermarriage with her this Defendant, to fettle upon her a Jointure of 150 l. per Annum, And upon his eldest Son by her this Defendant 300 l. per Ar-Bum,

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num,

And did pursuant thereunto levy, one or more Fine or Fines, and execute or more Deed or Deeds for feeling thereof accordingly. And further faith, That, the faid 7. 2. hapning to die about One and twenty years fince, leaving Iffue by her three Sons and one Daughter, the this Defendant did expect to have received the incomes of the faid Estates so upon her and her eldest Son fetled, or at least mentioned and intended to be setled, as aforesaid, for the remedive maintainance of her felf and Children, but the faid Settlement (as the this Defendant was advised) being in Law defective, J. T. Esq; eccased, her this Defendant's said late Husband his eldest Son, by a former Venter, took advanage thereof, and with-held the possession of the and her faid eldest Son for three or four years towher, and put her to long and expensive Suits this Honourable Court to recover the same. and that he this Defendant's faid Father having wice that the faid Marriage-Settlement fo made wher this Defendant and her Issue, as aforesaid, as defective, and that the this Defendant had en put to great trouble and expence, and was tely to be at greater to supply the defects there-(as in truth she afterwards was) insomuch that edid fuffer at least Five hundred pounds prejuthe thereby. And being fensible that he himself is the passive occasion thereof, by not taking th due care and advice in the making the faid ttlement, as he was obliged in his paternal care have done, did promise her this Defendant to mider her and make her some further provision. consideration and recompence thereof. And this Defendant's faid Father, being as she this fendant hath been credibly informed and veribelieves feized in his demesne as of Fee of part, Y 4

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and for life (with power to make Leafes for one two or three Lives, under fuch Rents as he thould think fit to referve of the relidue) of feveral Ma nors, Lands, Tenèments and Hereditaments of the yearly value of a Thousand pound at the least besides the Wood and Timber growing thereupon being then (as she this Defendant hath been like wife credibly informed and believes) of the value of 10000 L to be fold, and having iffue Male only one Son, who had been married many years and had Iffue the faid Complainant only, and wa not reputed in probability likely to have an more Issue. And he, this Defendant's faid Father amongst other Lands of which he was so seized as aforesaid, being seized of the said Manor an Farm called F. and of feveral Lands, Tenemen and Hereditaments thereunto belonging, the in the tenure or possession of F. P. her this De fendant's then only Brother, and Father of the now Complainant fince deceafed, being of the yearly value of Fifty pounds, or near thereabout was minded and fully resolved (as she this Deser dant hath been informed and believes) in perfet mance of his faid promise to her this Desendant And in recompence of the great trouble, charge and expence she had or might sustain, or be pr unto to supply the defects of the faid Marriage Settlement, and for other good Confiderations fettle the same upon her this Defendant, for M better maintainance during her life, in case I should survive him her said Father. And for the purpose he, this Defendant's Father by Deed i dented under his Hand and Seal bearing date to fifteenth day of January, 1655, then, or with few days after fealed and delivered did (as ! this Defendant is advised by her Council and lieves) convey, or at least mention or intend convey the faid Meffuage or Farm called F. 4

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all the Lands, Tenements and Hereditaments thereunto belonging, then in the possession of him the faid Defendant's Brother, to her this Defendant and her Affigns, immediately from and after the death and decease of him this Defendant's hid Father, for and during the Term of Fourfcore ears, from thence next enfuing, and fully to be ampleat and ended, if she this Defendant should long live; yielding and paying therefore out of the faid Premisses yearly to him this Defendant's hid Father, his Heirs and Affigns during the faid Term, one Pepper-corn only at the Feaft of St. Michael the Archangel, if it should be then lawfuldemanded, by which Indenture the faid F.P. is Desendant's said Father, for him, his Heirs, ecutors and Administrators, did covenant, pronife and agree to and with her this Defendant, Executors and Assigns that the Heirs, Exemors or Administrators of him the said F. P. or me of them should and would from time to time uing the Term aforesaid, satisfie, pay and dislarge all Duties, Rates, Taxes and Payments hich should be imposed, due or payable upon out of the faid mentioned to be demised Preilles, or upon every or any part thereof, at fuch ne as the fame should be due or payable, and uld fave, keep harmless and indempnified her Defendant, her Executors or Affigns, and all d every the faid Premisses, of and from all and manner of Payments, Taxes, Charges, Impoions, Affesiments, or other Incumbrances, which ould happen, fall due, arise or be imposed upon faid mentioned to be demised Premisses, or part thereof, during the faid Term. And the this Defendant and her Affigns should and the have, hold, occupy and enjoy the faid Melto and Farm House, Lands and Premisses teby demised, and every part thereof, with 180

the Appurcenances during the Term aforelaid. conding to the true intent and meaning of the faid Indenture, without the let, fuit, enter interruption, or eviction of the Heirs of Affin of the faid F. P. or by his or their or any of the act, effate, means, confent or procurement An that he the faid F. P. his Heirs and Affigns, should and would from time to time, and at all times thence after, during the faid Term, at the coll and charges of her this Defendant, or of her M figns, do, execute and fuffer, or cause to be done executed and fuffered, all and every fuch further act and acts, thing and things, device and device conveyance and conveyances, affurance and a furances in the Law, be it by Fine, Feoffment Recovery with fingle or double Voucher. Con firmation, Release with Warranty or without Warranty, for the better fecurity, furery or fun making of the faid Messuage and Farm-house and other the Premisses thereby demised to this Defendant and her Affigns, for and during the aforefaid Term, as should be reasonably devise or advised by her this Defendant or her Assigns or by her or their Council learned in the Law, I as the faid F. P. her Heirs and Affigns, were no compelled to travel further than ten Miles from his or their place of abode, to do the same. An lastly, the said F. P. did for himself, his Heirs an Affigns and every of them, by the faid Indentify grant to and with this Defendant and her Affign and every of them, That he the faid F. P. his Hei and Affigns, all and fingular the faid Meling and Farm-house, with the Appurtenances, an all other the before-mentioned to be demiled Pro miffes, against the faid F. P. his Heirs and Affign and every of them, and against all other perlo and persons claiming by, from or under him them, unto her this Defendant or her Affign durin

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wing the faid Term of 80 Year (if the should re to long) according to the purport of the faid denrure, hould and would warrant, acquit and fend, And the faid F. P. her this Defendant's d Father, before he to made the Leafe to her Defendant, did affirm, That he had good wer to make the fame. And they thefe Defenins for further Plea to the Complainant's faid of Complaint fay, That the faid F. P. her is Defendant's faid Father died on or about the wenty ninch day of September, in the year of Lord, 1661. and believes and hopes to prove the was at the time of his death feized in Fee. for life, with fuch power, as aforefaid, of faid Manor, Lands and Premittes, of the ut of a Thousand pounds per Annum, at least, des the Wood and Timber thereupon growing ng (as these Desendants believe) of the value a Thousand pounds more, to be fold, as aforeand that after his death the faid Premiffes anded or otherwise came unto the said Comant, partly as Heir at Law to his faid Grandar, and parely by virtue of fome Settlement his faid Grandfather made upon him. And the faid Lands and Premisses so discended to Complainant as Heir at Law to his faid Grandwere of far greater value than the Lands the faid Indenture demiled or thereby menor intended to be demifed to her this Deant, as aforefaid. And are also credibly ined and do believe and hope to prove, That his Defendanc's faid Father was also at the of his death possessed or otherwise interresand in a confiderable personal Efface, or mentary Efface, so the value of Four thoupounds and upwards. And that F. H. Gent ing Executor of the faid last Will and Tetot of her the faid Defendant's faid Father, hath durin

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hath delivered up into the Hands of the Co plainant the greatest part of the faid Personal Testamentary Estate, as the Supposed Cellin sruft thereof. And they these Defendants by w of Plea further fay, That these Defendants and the death of her this Defendant's Father, bein then intermarried, by virtue of the faid Lea entred upon the faid Farm and Premisses so the by demiled, or thereby mentioned or intended be demised, to her this Defendant, as aforesis and have ever fince till about the Month of & zember last past, quietly enjoyed the same, wi out the interruption or denial of any person persons whatsoever; about which time a Writing purporting (as these Defendants are advised a believe) a Declaration in Ejectment, in them of T. P. as Leffee of the Complainant, in on to the recovering from these Defendants the fession of the said Farm and Premisses, and to vice their said Lease thereof, was delivered a of the Premisses. And the Complainant, the ter to inable him (as these Defendants conce to proceed in the faid Cause, and evice the Leafe, did demand of these Defendants a C or Counterpart thereof, which these Defend refusing to deliver or execute unto him unless would confirm the faid Leafe, He the faid C plainant did exhibit his faid Bill against these fendants to enforce them to do the fame. that these Defendants thereupon to prevent disputes concerning the said Lease, by advis their Council did authorize T. B. Elq; total to the Complainant a Draught of a further furance, drawn as these Defendants are at and believe and hope to prove, pursuant to faid Covenant of the faid Leafe for further A ance, ready ingroffed in Parchment, with

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ready to be fealed, for him the faid Complainant mexecute, which (as these Defendants are inforned by the faid T. B. and believe) was duly tenfred to the faid Complainant to execute, and the Gid Complainant, refused to execute the same : Whereupon these Defendants did exhibit their will in this Court against the Complainant, therew (as these Defendants are advised) in substance letting forth the matters herein before pleaded, to enforce him to execute to her this Defendant a further Assurance of the said Farm and Premisses. 6 demised, or by the said Indenture mentioned and intended to be demised to her this Defendant ecording to the faid Covenant of his faid Grandfither. To which Bill the faid Complainant (as hese Desendants are informed and believe) did on in a Demurrer, which being fet down in the laper to be argued before the Right Honourable he Lord Keeper of the Great Seal of England, us, upon the opening thereof, submitted by the hid Complainant's own Council, to be fuch as hat he could not maintain, and was thereupon ever-ruled: Which matters fo by these Defenlants pleaded, they do aver and will prove as this conourable Court shall award, and demand Judgment, &c. And they these Desendants saving to Answer semselves the benefit of their said Plea, for Aner to the residue of the said Complainant's said of Complaint, fay, That the faid Leafe so made the faid F. P. her this Defendant's faid Father, reased, to her this Desendant, doth not contain y Covenant on the part and behalf of her this fendant, her Executors or Administrators or figns, to be performed or kept, or any othe Conant or Refervation of Rent, than those which herein before by way of Plea fet forth : And feetively deny, That they or either of them, the knowledge of each other, or any other person

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serion or perions for them or either of them, or their or either of their delivery, confere of privity, have or hath any of the Deeds, Writing Muniments or Evidences belonging to the Effan of the faid Complainant, or to the Estate late of her this Defendant's faid Pather deceased, or an part or parcel thereof, except the faid Leafe fe made to her this Defendant by her faid Father, a aforefaid, or that they these Desendants or either of them, or any other person or persons, for their or either of their uses, or by their or either of their privity, confent, or delivery, ever had or poffel fed himfelf, herfelf, or themfelves, of any feel Deeds, Wirings, Muniments or Evidences (ex cept fuch thereof as were re-delivered to her this Defendanc's faid Father, in his life-time, or hi Executors or one of them, immediately after hi Death, the contents whereof or of any of then these Defendants know not, which the faid Com plainant, as these Defendants believe, hath in hi own custody. And respectively deny that the or either of them, or any other perfor or perfor to their knowledge or behalf, did ever cancel o deface any of the faid Deeds or Evidences, be longing to the Estate of the faid Complainant of to the Estate of her this Defendant's late Pather deceased (as by the said Bill is scandalously an falfely alledged) and believe that the Complainan hath all the Deeds and Evidences concerning in Estate, which belong unto him, or which h ought to have in his own custody, uncancelled and undefaced. And these Defendants likewis deny that they or any other person or persons to them or either of them, or as Tenant or Tenant to them or either of them (to their knowledged belief) have or hath or did at any time point themselves, himse f or herself of any other pa of the Estate of the faid Complainant, or late

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her this Defendant's faid Father deceased, than what was demised or at least mentioned or inrended to be demised unto her by the faid Indenme of Leale (by which they justifie the detaining the polletion thereof) or that they these Deendants or either of them have or hath to their mowledge) at any time committed or caused or remitted to be comitted, any wast, spoil or demation, upon the faid Premistes so to her this Defendant demiled or mentioned or intended to edemifed, as atorefaid, or any part thereof, or monother part or parcel of the Efface of the faid Complainant, as by his faid Bill is alledged, or herwise howsoever. Or that they know of any ther Estate or Right which they or either of em have, or that they do pretend to have any her Estate, Right or Title, of, into or out of Effate of the Complainant, than what is herebefore by way of Piea fet forth. And the this tendant denies that the did ever feal and delior was required by her faid Father to feal deliver any Counterpart of the faid Leafe. these Defendants say, That they are and shall willing, and do now offer, as they have forsly offered, to deliver unto the faid Complaiat his Costs and Charges, an authentick my, or to execute to him a Counterpart of faid Leafe, in case he will confirm the same, make further Affurance of the Premisfestheredemiled, or mentioned or intended to be theredemised to her this Defendant, according to faid Covenant for the further Affurance mened in the faid Leafe. And they these Detendo respectively deny all and all manner of bination wherewith they are in and by the dge o Complainanc's Bill of Complainant unjustry, poife ged. And pray to be hence dismissed with r par

The Plea of N. L. Gent. one of the Defendants to per and his Answer to the residue of the Bill of Complan of W. B. and A. his Wife, and C. L. and J. h. Wife Complainants:

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THE faid Defendants by Protestation; n confessing any the matters and things in the faid Bill of Complaint alledged to be true, in fa fort as the same are therein expressed; for Pla fo much thereof as feeks to draw in question this Honourable Court, his this Defendant's Ti to the Lands and Tenements therein, or here after mentioned, or any part thereof, or to deli the faid Deeds and Evidences unto them the Complainants, or either of them, faith, That this Defendant is advised by his Council, and furedly believes, That W. W. in the faid Comp nant's Bill of Complaint named, was seized Fee or Fee Tail, to him and the Heirs Male his Body, of and in all those Messuages, Las Tenements and Hereditaments, in the faid Co plainants faid Bill of Complaint mentioned, of monly called or known by the name or name S. and H. fituate, lying and being in T. W. and or one of them, in the County of S. And all and in all that Tenement commonly called known by the name of C. fituate, lying and by in T.W. and G. aforesaid, or in some or on them. And that he the faid W. W. being to the of feized and of the Age of Four and twi years and upwards, did in the Term of St. chael, in the year of our Lord, 1654 in due of Law, acknowledge and levy unto E.C. 7. S. and the Heirs of the faid E. in his Maj Court of Common Pleas at Westminster, on Fin Cons

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Commance de droit come ceo, Ore. with Proclamations, according to the Statute in that behalf made, of all and fingular the faid Premiffes. And that the fame Term a good and perfect Common Recovery, was in due form of Law had and fuffered in the same Court of Common Pleas, of the ame Premisses. In which Recovery T. G. nd E. H. did demand, the Premisses of the faid E. and 7. S. who vouched to Warranty the faid W. who vouched over to Warranty the comon Vouchee, as in and by the Records of the if Fine with Proclamations and Common Recoery, relation being thereunto had, more fully and at large it doth and may appear. And that this Defendant is advised by his Council and lieves. That the faid Fine was so levied by e faid W. W. to the faid E. C. and F. S. as aforeto make them Tenants of the Freehold therethat so a Common Recovery might be had suffered thereof, in manner and form afore-And he this Defendant by way of Plea furfaith, That the faid W. W. in the year of c nd, 1662. died without Issue of his Body, and J. W. the Complainant's Father, in their faid named, was living at the time of the death of laid W. W. and then was, as this Defendant formed and believes, and hopes to prove, of age of One and twenty years and upwards, timpos mentis, and at large, and out of Priand within the four Seas, and that he the J.W. furvived the faid W. W. above Ten and did not within Five years after Proclaons had and made upon the said Fine, or at time after, profecute any Title, Claim or Inof, in or to the faid Meffuages, Lands and fes, or any part or parcel thereof, by Adi-Maj wful Entry, or otherwife, fo that (as he n Fin this

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this Defendant is advised by his Council) the Remainder in the faid Complainant's faid Bill of Complaint alledged to be limitted of and in the faid Premiffes or any part thereof, to the faid 7. W. and his Heirs, for default of Heirs Male of the Body of the faid W. W. by the pretended last Will and Testament of Sir E. W. in the faid Complainant's faid Bill of Complaint also named was dock'd by the faid Recovery, and that in cafe the faid Remainder was not dock'd by the faid Recovery, yet however the faid Complainants are barred of all Claim, of in and m the faid Premisses, and every or any part of the fame by virtue thereof, by force of the faid Fine with Proclamations thereupon, and Non-claim as aforesaid. And he this Defendant doth ave his faid Plea, and humbly demands the Jud ment of this Honourable Court, whether he ha be compelled to make any further Answer to the faid Complainant's faid Bill of Complaint that what he hath herein after made. And he th Defendant faving to himself the benefit of h faid Plea, for answer to the residue of the la Complainant's faid Bill of Complaint, faith, or

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he Plea of T.C. Esq. Defendant to part, and his Answer to the residue of the Bill of Complaint of R. P. Complainant.

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The Defendant Pleads a Fine above Sixty years finck from his Grandfather of T. part of the Premisses, and a Purchase of the other part above Forty years, and that his Father and Brother enjoyed, and the Defendant now in the fourth discent from his Grandfather, and no Claim made by the Complainant or his Ancestors.

HIS Defendant by protestation not confefing or acknowledging all or any of the ners or things in the Bill mentioned to be true; such manner and form as the same are therein thereby fet forth, for Plea to fo much theres is not herein after answered unto, faith; # 7. C. Esq; this Defendant's Grandfather ae Sixty years, was (amongst other things) ally seized in Fee of the Premisses in the Bill moned, called T. in the Parish, &c. And belo feized, he the faid 7. C. received the Rents. s and Profits thereof for divers years. After Term in the 13th year of the Reign of Charles the first, the said J. C. levied a Fine, Conuzance de droit come ceo, &c. of the faid nisses called T. amongst divers Manors, Lands Hereditaments, whereof he was then feized te) as by the same remaining of Record in lajesty's Court of Common Pleas at Westminster, appear. And this Defendant for further laith, That the faid 7. C. having been for years in possession of other the Lands and les in the Bill mentioned, called B. and C. in hish of, &c. in the County of Cormual, by **Virtue**

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virtue of several Leases to him thereof granted for a term of years, determinable on the death of feveral persons. He the said 7. C on or about the 23th day of May, in the 15th year of the Reign of the faid late King Charles the fift, by Deed then dated, duly executed for 60 % by him paid, being a full Confideration, purchased the Reversion and Inheritance of the said last mentoned Premisses, of and from one J. M. Esq; To have and to hold the same, to the said F. C. his Heirs and Affigns for ever; which faid last mentioned Premisses were either held of the Manor of T. in the faid County of C. whereof the faid 7. C. was seized in Fee, or else the same was an nexed thereto by the faid J. C. and become par cel thereof, and the Tenants of the last mention ed Premisses do, and for many years last pu have done and ought to do Suit and Service the Court held of the faid Manor of T. and the faid 7. C. this Defendant's Grandfather being seized of all the said Premisses, he the said ? years fince died, by and after who about death the same did discend, remain or come upo 3. C. Esq; his Son and Heir, this Defendan Father, who entred thereinto and was feiz thereof, in Fee or Fee Tail, as this Defends believerh, and received the Rents and Pro thereof, and about years fince the faid C. this Defendant's Father died thereof less by and after whose death the same did disc remain or come unto or upon 7. C. this Del dants eldest Brother, who was so seized then in Fee or Fee Tail, as this Defendant belie years fince died without I and about by and after whose death all the said Premi together with the faid Manors of T. and di other Manors, Lands and Tenements in the Co ties of D. and C. did discend, remain, or o

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anto and upon this Defendant, being also the third Son of the faid J. C. the Father who was seized thereof, in Fee or Fee Tail. And this Defendant being fo feized in Trinity Term in the 26th year of his now Majesty's Reign, levied a Fine Sur Conuzance de droit come ceo, with Proclamations of the said Manors of T. and the said Messuagues, Lands and Tenements in K. and feveral other Manors and Lands, as by the same remaining of Record in his Majesty's said Court of Common Pleas at Westminster, may appear. And this Defendant doth aver, That neither the Complainant nor any of his Ancestors did enter into or claim the faid Premisses, or any part thereof, or commence any Suit within Five years next after the respective Fines levied by this Defendant and his faid Grandfather. All which matters this Defendant doth aver to be true, and pleads the fame in bar to the Complainant's faid bill, and humbly craves the Judgment of this Honourable Cours whether this Defendant claiming in the fourth discent from his Grandfather, who absolutely purchased the Inheritance of part of the Premisses for above Sixty years since, and the Reversion and Inheritance of the residue ahove One and forty years fince, and under whose Title the possession hath ever since quietly gone, hall be compelled especially after such Fines with Proclamations on Non-claims, to make any other Inswer, or to give the Complainant any further dicovery of his Title, or of any other matters the Bill, faving that for Answer to the relidue the said Bill, this Defendant saith, The Combainant being very aged, and a Pauper, and this elendant being threatned with a Suit, and not aring looked into his Title, nor advised thereon, e it is he this Defendant or some on his behalf fered the Complainant the Sum of

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not if he would release his right to the Premiffer which offer was refused, and this Defendant not having made fuch offer out of any apprehension that the Complainant had any Title thereto, but meerly for peace fake, doth now refuse to perform the same, being well affured. That this Bill (wherein there are scandalous Reflections on this Defendant, as to pretended extravagances and incumbrances) is brought by the means or infligation of some persons who have brought many Suits against this Defendant to pry into his Estate and Title to create more, and thereby have put him to very great charges and expences, and denieth any other than as aforefaid, or that he this Defendant ever acknowledged that the Inheritance of the Premisses, or any part thereof or any Estate or Interest therein did belong to the Complainant, or that he this Defendant at any time feemed to be willing to convey the fame or to deliver any Deeds, Writings or Evidence to the Complainant, but justifieth the keeping of fuch Deeds and Writings, as he hath for the rea fons in his Plea, and prays to be hence dismilled with his Costs.

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The Plea of T.W. Defendant to the Bill of Complaint of J. C. Complainant.

The Defendant Pleads the Statute of Frauds and Perjuries in Bar to the Complainant's Bill.

Sect. 22. THIS Defendant by Protestation not consessing or acknowledging all or any of the matters in the Plaintiff's Bill contained to be true, in such manner as the same is therein and thereby set forth, saith, That he is advised, That the Plaintiff by his said Bill seeks to have

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have a discovery of a supposed Marriage Agreement or Promise suggested to be made by the Defendant in August, in the year of our Lord, One thousand fix hundred and eighty four, or at some time since, to pay unto the Complainant the Sum of One hundred pounds, as a Marriage Portion, upon the Plaintiff's Marriage with M. his late Wife, deceafed, and to be relieved there. upon. To which discovery and relief, This Defendant, as advised, doth plead, and for Plea thereunto faith, That by a Statute or Act of Parliament made in the 20th year of the Reign of our late Sovereign Lord King Charles the fecond, of ever bleffed Memory, Entituled, An Act for Prevention of Frauds and Perjuries. It is amongst other things Enacted, That from and after the such day of June, in the year of our Lord, One thousand fix hundred seventy seven, no Action shall be brought whereby to charge any person upon any Agreement made upon confideration of Marriage, unless the Agreement upon which such Action shall be brought or some Memorandum, or Note thereof shall be in Writing or figned by the Party to be charged therewith, or some other person thereto by him authorized, or to that very effect, which Statute, and particularly the faid Clause therein this Defendant doth plead in Bar of the Plaintiff's demands, the Plaintiff not fuggesting that the Agreement or Promise by his Bill suggested to be made, was ever put in Writing and figned by this Defendant by any other person by his Order. And this Defendant doth humbly demand the Judgment. of this Honourable Court, whether this Defenant shall be compelled to make any other or littler Answer thereto. And doth humbly pray to be hence dismissed, &c. ed and I measure our persons

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The Plea and Demurrer of E. C. and D. B. De fendants to the Bill of Review of J. M. Complainant.

The Defendants for Plea alledge Cause for not setting forth the Decree and dismission truly, but alledging new and forreign Matters not in the Decree, and praying Process generally to Answer and not to Review. For Demurrer say, There are no Error in Law in the Body of the Decree or Dismission, no any new matter in the Bill of Review, nor any Order for bringing the Same, nor Allegations and Averments therein set forth, sufficient Gauses for reviewing or reversing a Decree.

THE faid Defendants by protestation not confesting or acknowledging all or any the matters or things in the faid Bill contained tob true, in such manner and form as the same an therein and thereby fet forth; for Plea thereunt do lay, That by the course and practice of the Honourable Court, no Decree ought to be to viewed or reverted by any Original Bill or other wife, than by Bill of review for Error apparen in the Body of the Degree or upon new matte come to the Parties knowledge after the making of fuch Decree, and that by leave of the Con only; wherefore, and for that the faid Bill of m view or Original Bill, the fame not ferring lot the Decree and difmission truly, but alledging new and foreign matter, not contained in the Decree, and praying Process generally to An fwer and not to Review, they these Defendant do plead the faid Decree and dismission, which are in these words following, (viz.) [Set forthth Decree verbatim.] As by the faid Decree and di miffio

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ission remaining of Record in this Honourable ourt, it may more fully appear. And these Dendants do demur to the faid Bill, and for Caufe Demurrer fay, That the pretended Errors by e Plaintiff's Bill fuggefted to be in the faid Deree and dismission, or any of them, are not Erns in Law appearing within the Body of the ecree or dismission, nor any sufficient matter the Bill fet forth to have come to the Comsinant's knowledge fince the making of the faid cree for reviewing or reverling thereof, nor oth it appear by the Bill, That the Complainant ed obtained an order or leave of this Court to ing a Bill of review or new matter; nor are the legations or Averments in the Bill fet forth. ficient Causes, or grounds for reviewing or reerling a Decree. Wherefore, and for divers oer imperfections in the faid Bill appearing, these efendants do demur in Law, and crave the Judgent of this Honourable Court whether they all be compelled to give any further answer ereto. And pray to be dismist with their Costs this behalf most wrongfully sustained.

Man takes Administration out of the Province of York, and Sues for a Debt due by a Debtor to the Intestate, who lives within the Province of Cantabury. The Defendant pleads as followeth, viz.

thereunto this Defendant saith, That wherethe Complainant in his Bill of Complaint sets
that he is Administrator of all and singular
Goods and Chattels, Rights and Credits of
Win the Bill named, with Letters of Adminition the Complainant obtained out of the
sogative Court of Tork, in which Province
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the chiefest part of the Estate of the faid ? lies in the hands of feveral persons, and in hands of feveral other persons lying in ren places, and amongst the rest, That some par the Estate of the said 7. W. lies in the hands this Defendant, who lives near L. in the Con of L. That he was Debtor to the faid 7. W. his life-time, in the Sum of One hundred fifty pounds, and that the faid Plaintiff is inti led thereunto, and to the whole personal Es of the faid 7. W. by force and virtue of the king the fame Letters of Administration, ou the faid Prerogative Court of York. And the for of the Bill is to have an Account from this I fendant of the faid Sum of One hundred fifty pounds. Unto which faid Bill this De dant is advised he ought not to Answer, and Plea thereunto faith, That the Complainant his faid Bill of Complaint doth not make Title to himself unto the said One hundred fifty pounds, if any fuch there be remaining the hands of this Defendant, and therefore ou not to call this Defendant to an account for fame; for it appears by the Complainant's B that he hath only taken out Letters of Adm stration out of the Prerogative Court of 7th, the Goods and Chattels, Rights and Credits of faid J. W. which can only intitle him to the fonal Estate of the said J. W. which lies w the Province of York, but not to any part the Estate of the faid 7. W. lying within Province of Canterbury, and it appearing of Complainant's own thewing in his faid Bill, T this Defendant liveth near L. in the County of as in truth he doth and hath done feveral y last past, and Lincoln being within the Province Canterbury and not within the Province of I and to the Debt pretended by the Bill to be

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om this Defendant to the faid J. W. if any such e, being due from this Defendant within the rovince of Canterbury, the Complainant cannot e intituled thereto, without taking forth Letters Administration out of the Prerogative Court of timerbury, of the Goods and Chattels, Rights and tredits of the said J. W. for which cause this Demodant humbly prays the Judgment of this Hourable Court, whether he shall make any anver to the said Bill, and prays to be hence distissed with his reasonable Costs is this behalf of wrongfully sustained.

he Plea of T. W. Defendant by T. B. bis Guardian to the Bill of Complaint of W. A. Efq; Complaint.

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THE faid Defendant by his Guardian not A Pleas confessing or acknowledging any the mat-Outlawn sorthings in the faid Bill of Complaint conled or alledged against this Defendant to be e, in such manner and form as the same are trein let forth. And faving to himself now and all times hereafter, all manner of Advantage. benefit of Exception to the incertainties, dea, infufficiencies and imperfections of the faid of Complaint; for Plea thereunto this Deunt by his Guardian faith, under favour of this mourable Court, That as he is advised by his uncil, that persons lawfully put in Exigent and played by the Common Laws of this Nation, any matter or cause whatsoever, are, during time of their fo flanding Outlawed and the lawry unreversed, disabled to commence or cute any Suit or Action at the Common Law in Equity against any person or persons in any their Majesty's Courts at West minster, so fat torth

Pleas and Anthers.

forth that the person or persons against whom has Suit or Action shall be commenced, may lawful plead fuch Outlawry in Bar of fuch Actions Suit. And farther this Defendant by his fai Guardian faith, That the now Complainant W. now standeth Outlawed in their Majesty's Cou of Common Pleas at Westminster, by the name W. A. at the Suit of the Defendant, in a Plea Trespass, as in and by the said Outlawry her unto annexed, to which this Defendant by I faid Guardian humbly prays he may refer himfe as relation being thereunto had, it may more ful appear. And this Defendant doth aver, That faid Complainant and the faid W. A. fo Outlaws as aforefaid, is one and the fame person, and n divers. And therefore the faid Defendant his Guardian, for the canse and reason aforesis doth by way of Plea abide in Law thereupon fling in and upon the grave Judgment of this H nourable Court, whether he for the present sh be or ought to be by the Rules of the Law, co pelled to give any further or other Answer to faid Bill of Complaint, or any of the matters things therein contained. All and every of whi faid matters he this Defendant by his faid Gu dian will be at all times ready to answer a prove as this most Honourable Court shall aw And humbly prays to be hence dismissed with reasonable Costs in this behalf most wrongs had and fuftained.

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of Complaint of W. C. Complainant.

THE faid Defendant not confesting or ac- Sec. 24 knowledging all or any the matters or a Release hings in the Bill of Complaint contained to be pleaded me, in such manner and form as in and by the of Complaint is supposed; for Plea thereunto he faid Defendant faith, That the aforefaid W. C. Setting forth the leveral matters in the Bill menioned, viz.) the day of in the ear of our Lord, 1689, by a certain Writing of clease bearing date the same day and year, hich the faid W. J. produceth here in Court; the name of W. C. of London Gent. for good Considerations him thereunto moving, did, for in, his Heirs, Executors and Administrators, mile, release, and for ever quit claim unto the hid Defendant by the name of W. J. of London, Gentleman, his Heirs, Executors and Adminihators, all and all manner of Actions, Suits, Quirels, Reckonings, Accounts, Debts, Dues, Duties, Bills, Bonds, Sum and Sums of Money nd Demands whatfoever, from the beginning of world until the day of the date of the faid Writing of Release, as by the same may appear; mithis he is ready to prove and thereupon demendeth Judgment, if he the faid Defendant shall take any further Answer unto the said Bill of complaint, and humbly prays to be hence dififfed with his reasonable Costs and Charges in is behalf most wrongfully had and fustained.

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The Several Answer of Sir E. D. Knight, one of the Defendants to the Bill of Complaint of the Right Honourable Margaret, Lady S. Widow of the Right Honourable J. Lord S. deceafed.

part,

THE faid Defendant faviring and referving to himself now and all times hereafter, all Adwer before vantage and benefit of Exception to the manifold among the Incertainties and Imperfections of the Complaint Bills of the nant's faid Bill, for Answer thereunto or unto le much thereof as materially concerneth this Defendant (as he is advised) to make Answer unto. answereth and faith, He believeth the Complain nant may be one of the Daughters of Fames late Earl of Salisbury, and that the may be intituled by virtue of the Will and Settlements of the faid late Earl, to a Portion of Ten thousand pounds, a in the Bill is mentioned, and payable as is therein also mentioned; To which said Will and Senle ments this Defendant refers himself for more certainty. And this Defendant further faith, That after such or the like Act of Parliament (for enabling fuch persons Trustees in the said Act named, to fell fuch part of the Estate of the said late Earl of Salisbury, for payment of fuch Debts, Portions and other Sums of Money therein mentioned) was procured and passed, as in the in Bill is set forth, this Defendant did agree and contract for the Purchase of the Manor of All and divers Lands and Hereditaments in the Parill of Chesthunt, in the Bill mentioned, for Seventeen thousand five hundred pounds, which faid Sun this Defendant believes was by the Trustees name ed in the said A& appointed to be paid in such proportion and to fuch several persons, as in the Complainant's Bill is mentioned, and particularly to

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e Sum of Five thousand two hundred feventy ren pounds ten shillings, was appointed to be id to John Lord S. who was then intermarried the now Complainant, and fince deceafed a as touching the intention of James now Earl Salisbury, and of the Trustees in the Bill nam'd. at the same Money should not be paid to the Lord S. until he had made fuch Settlement the Complainant as in the Bill is mentioned. what discourses were between them relating the faid Settlement, or of the Lord S's being d to compel him to make the same, this Dedant is a stranger thereto. But this Defendant th. That there was a meeting appointed at lisbury-House before the Lord S's death, touching is Defendant's paying of his Purchase-Money; d this Defendant hearing that C. S. in the Bill med was to receive part thereof, this Defennt appointed the said S. to be present at the said eting, and the Lord Salisbury being acquainted the faid Mr. S. did attend accordingly, after ne time a person was sent out of the Room by Lord Salisbury to tell Mr. S. who was in anot Room, that the other persons who were to give the Purchase-Money, were not present, therefore nothing could be then done, or to ueffect. And this Defendant saith, That upa further discourse then had with Mr. S. and F. two of the Trustees, touching the faid to thousand two hundred and seventy seven ands and ten shillings, they, together with the Earl of Salisbury, did forbid this Defendant pay the same to Mr. S. or to any other, till ther Order, or to that effect. And at another after the report of the Lord S's death, when Defendant paid other persons that were to tive other parts of the Purchase-Money, this andant was again by the said Earl of Salisbury and

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and the two Truffees aforefaid, forbid the per ment of the faid Money to the faid Mr. S. or a other person, or to that effect. And this Defe dant faith, That afterwards, as he believes the other Defendent J. F. on his ferving a Subpens this Defendant to Answer the now Complainant Bill, might tell this Defendant that he should pay the faid Money payable to the Lord S. other wife than as the Court of Chancery should order directs or to that effect. But this Defendant do not remember that the faid Mr. F. or any on person ever demanded the faid Money of this De fendant on the part of the faid Complainant: An this Defendant believes he might fay to the no Lord Salisbury, after this Defendant hath been for bidden to pay the faid Money, as aforefaid, th he this Defendant would not pay the faid Money until he had first acquainted the Lord Salih with it, or words to that effect. And this Defen dant faith, That notwithstanding the Conveya ces were executed at fuch time as in the Bill mentioned, yet this Defendant denies that here tarded the perfecting of the faid Conveyance or refused payment of the Purchase-Money, by was ready to pay the same, in case these differ ences which did arise touching the paymenther of had been fetled. And this Defendant dot confess, That he having employed Mr. E. a Mr. W. in transacting the said Purchase, and po paring the Purchase Deeds, this Defendant of lieves the Deeds were left in the hands of the la Mr. E. and W. or one of them. And this Dele dant faith, That differences arising touching the Defendant's payment of the Purchase-Money, confesseth there was a meeting at Sir A. K's in the Bill mentioned, but there was not then any a commodation of the differences; and the Lor Salisbury being then accused of some matters, of which acculation he was then in Custody, and khough this Defendant might hear the Earl ras innocent of it, yet this Defendant was addvised by his Council it was not safe for him to by the faid Money until the Earl was discharged. nd this Defendant denies he ever declined the id Purchase; but was always willing and ready pay the faid Purchase-Money to the several erions who ought to receive the fame, when ethis Defendant could fafely pay the fame. And is Defendant faith, That the faid C. S. after te report of the Lord S's death, having shewed is Defendant some Letter or Order to receive e said Money, or part thereof, and having made demand of the same of this Defendant, and hang exhibited his Bill in this Court against this elendant for the same: And this Defendant ring likewise heard of some right or title the ow Complainant pretends thereto, he this De-idant was advised it was not safe to pay the Money, until the pretences of the faid Parwere first determined; and therefore this fendant submits himself to this Honourable urt, to whom he ought to pay the faid Five or and two hundred feventy feven pounds ten llings, he having kept fuch a Sum by him, hour making any interest of the same, always by for that purpose, and is ready to pay the to such person as this Honourable Court direct, he being ind impnified for so doing, being legally discharged thereof, and paid Costs of this Suit, and of the said Suit brought of him by the faid C.S. And this Defendant is the Combination charged in and by the Bill; without that, that, &c.

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The further Answer of the same Defendant.

THIS Defendant faving as in his former Andiwer he hath already faved, for further Andiwer her hathard faving as in his former Andiwer has been already faved, for further Andiwer has been already faved, for further Andiwer has been already faved for further has been already for further has been fwer to the faid Complainant's faid Bill of Complaint faith, That an Act of Parliament being passed for the Sale of the Estate of Fames land Earl of Salisbury, deceased, for payment of the faid several Sums of Money in the said Act parti cularly mentioned. This Defendant did contrad for the Purchase of the Manor of A. and other Lands and Tenements in the Parish of C, in the Bill mentioned, for the Sum of Seventeen thou fand five hundred pounds, which was by the Tru flees in the said Act named, appointed to be pa in fuch manner as in the Bill is fet forth; at particularly the Sum of Five thousand two hu dred feventy seven pounds ten shillings, was be paid to the Right Honourable John Lord fince deceased. And this Defendant further said That Conveyances were executed according by the Earl of Salisbury and the Truftees, on about the 6th day of May, 1692. And this D fendant further faith, That the faid Earl of lisbury was the next day (to the best of this I fendant's remembrance) committed to the To but the particulars of the Accusation, or Crime laid to the charge of the faid Earl, Defendant knows not, but hath heard that faid Earl was not Guilty of the matters when he was accused. And this Defendant confess That some time after the said Earl was so come ted to the Tower, as aforesaid, there was meeting at the House of Sir A. K. as in the is alledged, between the persons in the Bill that purpose named, and this Defendant beli

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he may have heard the faid Earl was bailed out upon Security to appear at the King's Bench, as in the Bill is mentioned; but this Defendant believes that the faid Earl was not absolutely discharged until the last day of Michaelmas Term last, and this Defendant being advised by his Council, he could not fafely pay his Purchase-Money, till the hid Earl was finally discharged of his said Imprisonment, This Defendant confesseth, that he did not pay any part of the Purchase-Money, until the 30th day of November last. And this Defendant confesseth, That at the said meeting at Sir A. K's House, there might be such or the like Proposals as in the Bill, but nothing was agreed upon, none of the faid Persons being willing to run any hazard of the loss of the faid Money. And this Defendant believes that the hid Trustees and their Counsel might thereupon a that time press this Defendant to quit the said Purchase, and reconvey his said Estate, affirming there were feveral Persons that were desirous to by the same, and give as much or more than his Defendant, notwithstanding such Accusation and Imprisonment of the said Earl: But this Defendant acknowledgeth he did refuse to reconby the faid Estate, having kept the Purchase-Money in his Hands a confiderable time, and bethen willing and ready to have paid his Money, he could have done it fafely. And this Defenant believes he might be told, That a Bill should forthwith filed against him, to compel him to occed or quit the said Purchase. And this Deadant further faith, That it is true, That somehe after the faid meeting, this Defendant was formed that Mr. C. and Sir W.S. had commenced suit in this Court against this Defendant, to comthis Defendant to pay them their shares of the whafe-Money, or to reconvey the faid Purchased A a- 3

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chased Premisses to the said Trustees, or to some fuch effect, as in the Bill is alledged. And this Defendant believes he might be ferved with Process to appear and answer the faid Bill, and that an Attachment might Issue against this Defendant for not answering the said Bill; but upon this Defendants declaring to Mr. F. that this Defendant doubted not but to agree the matter, or to that effect, the faid Mr. F. promifed this Defendant that no advantage should be taken thereof, or to some such effect. And soon after the said matter was agreed, and the faid Mr. R.C. and Sir W.F. were paid their proportions or shares of the Purchase-Money accordingly. And this Defendant faith, That by reason of such disputes the perseding the Purchase was delayed, and there arising farther disputes between the said Earl of Salisba and this Defendant, touching the Interest of the Purchase-Money, a meeting was appointed a Salisbury House, on or about the Three and twen tieth day of November last, and C. S. in the Bil named claiming some part of the Purchase Money by virtue of some order or appointment from the Lord S. as the faid S. affirmed, this Defendant acquainted the faid S. with the faid meeting, wh accordingly attended at Salisbury House, but the Parties not meeting according to their appoint ment, nothing was done at that time. And the Lord Salisbury did then and not before (to the be of this Defendants remembrance,) forbid the Defendant to pay any of the Purchase-Money the Lord S. or his order; and this Defendant of thereupon promise the Lord Sulisbury that he wou not part with any of the Money out of his Hand without first acquainting him the faid Lord Sa bury or the Trustees, or some of them therewi But this Defendant doth ot remember that faid Earl or the Trustees, or any of them declar

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the Lord S. should not be paid till he had made a Settlement, or that they would have fued him to compel him to make fuch Settlement but for his Privilege of Parliament, or that they the faid Lord Salisbury and the Trustees, or any of them, did then or at any other time make fuch or any other declaration to the effect in the Bill, in this Defendants presence (to the best of this Defendants remembrance.) And this Defendant further faith, That a fecond meeting being appointed on or about the Thirtieth day of November last, in order to fettle the differences between the faid Earl of Salisbury and this Defendant about the Interest, and in order to pay the Purchase-Money, as was appointed to be paid by the Deeds of Purchase, This Defendant to prevent disputes for the future, and that he might quietly enjoy the Estate so purchased by this Defendant, did allow the said Eral of Salisbury a confiderable Sum of Money for the Interest of the whole Purchase-Money, the faid Earl (to the best of this Desendants remembrance) alledging that he was not obliged to pay Mr. C. Sir W. F. or the Lord S. till December then next. But how the matter between them was agreed, this Defendant knows nor. And this Dekndant saith, That all disputes about Interest betwixt this Defendant and the faid Earl of Salisbury were adjusted that evening, and this Defendant was then informed that the Lord S. died in the morning of the fameday. And this Defendant did at the same time pay Sir W. F. and Mr. C. their proportions of the Purchase-Money, by delivering them Goldsmiths Notes for the same, payable to themselves or Bearer; and this Defendant at he same time gave his own Note to the said Earl Salisbury for the Interest-Money, and gave a Goldsmith's Nove to Mr. W. to give to the Archhilhop of Canterbury, for his share of the Purchase-Money, Aa ?

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Money, upon his executing the Conveyances And this Defendant knows nothing of Mr. C. and Sir W. F's refusing to accept him this Defendant for their Pay-mafter. And this Defendant faith, That this Defendant's faid Purchase-Money lay at the Goldsmiths ready to be paid at the time the Conveyances were executed And this De fendant had taken the Goldsmith's Notes for the Monies payable to the respective Parties, who were intituled to receive the fame. But the faid Earl being committed to the Tower, this Defendant did sometime after cause the same to be changed into this Defendant's own Name. And this Defendant did about nine days before the line disputes were ended, and Money paid, as afore faid, take the faid Notes which were then delivered to the faid feveral perfons, as aforefaid, in the laid person's Names. And this Defendant faith, Tha the fame night the faid disputes were ended and the Monies paid, as aforesaid, and not before Mr. C. and Sir W. F. did execute fuch Convey ances, and the faid Earl of Salisbury and the fai Trustees did then consent the said Conveyance should be delivered to this Defendant, this De fendant not defiring to have them before. An this Defendant did then and thereupon execute Counterpart thereof, and directed Mr. W. to ca ry the Conveyances the next day to Lambub the Archbishop of Canterbury, to be executed him, and to take his Grace's Receipt for his har of the Purchase-Money. And this Defendant faith, That he was not present when the Recei Indorfed on the faid Conveyances was subscribe by the Lord S. but this Defendant believes! might about the time in the Bill mentioned, he Mr. E. in the prefence of Mr. S. one of the In flees, speak of carrying the Conveyances to the Lord S. and Mr. S. not opposing it, this Defe

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dant was fatisfied therewith, and believes the faid Conveyances were accordingly carried. And this Defendant acknowledgeth, That the Lord S. and Mr. R. preffing this Defendant for the Money payable to the Lord S. before the Lord Salisbury was discharged from his Imprisonment, and the disputes between him and this Defendant ended. this Defendant did refuse to pay the same, and for the same reasons did refuse to pay to Mr. S. the Monies demanded by him, when he applied himfelf to this Defendant for the fame, but the cermin times when, this Defendant doth not remember. And this Defendant doth not remember that either the said Lord S. or Mr. S. or either of them. or any person on their or either of their behalf. offered this Defendant any abatement, or gratuiry, in consideration of him this Defendant's paying them or either of them the faid Money. But this Defendant confesseth, That sometime after the death of the Lord S. Mr. S. offered to give this Defendant Security to fave him this Defendant harmless, if this Defendant would pay the Monies to him, but this Defendant refused to pay the ame to him, for that this Defendant had been forbid by the Earl of Salisbury, to pay the Monies either to the Lord S. or Mr. S. And this Defendant had promised the said Earl not to part with the laid Money without acquainting him the faid Earl or the Trustees therewith. And Mr. F. afterwards also served this Defendant with a Subpana wanswer a Bill in this Court, at the now Complainant's Suit, and had also forbid this Defendant to part with the Money, without the Order of this Court. And this Defendant believes that be Conveyances after they were executed, were frin the Hands of Mr. E. and Mr. W. and this Defendant never demanded the same of them, until after he had paid-all his Purchase-Money, Aa 4

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except fuch part thereof as belonged to the Lor S. And knows of no Agreement that the fair Conveyances should lie in the Hands of the fair Mr. W. and Mr. E. in Truft for all Parties, nor remembers that there was any discourse to fuch effect, or any fuch thing mentioned. And this Defendant doth not remember any discourses be tween the Earl of Salibury and Mr. S. and Mr. F. in the Bill mentioned, or any of them, about keeping private or concealing from the Lord & what Money was appointed to be paid to him nor what debates might arise about the same. Bu this Defendant believes, That upon his asking the faid Earl or some of the Company what he should do with the Five thousand and odd pounds inhi Hands, they or some of them told him he mu keep it till further Order from them, or to the effect, and believes that the faid persons, or som of them might then fay, that the faid Money was part of the Lady Stawel's Portion, but dot not remember that the faid Perfons, or any o them, said that the Lord Salisbury had a right to retain the same, in regard there was not Settle ment made upon her, or words to that effect Without that, that, &c.

CALL THE REAL PROPERTY.

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The further Answer of C.S. and E.S. Esqs; two of the Defendants to the Bill of Complaint of the Right Honourable M. Lady Stawel, Complainant.

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THE faid Defendants for further fatisfaction of this Honourable Court, for Answer to be several Exceptions taken by the Complainant their former Answer, say, as they are advised, hat their former Answer by them pus in to the did Complainant's Bill, is sufficient to all the marial charges thereof, howbeir they these Defenans and either of them, for a further Answer bereunto say, They did not know, hear, or an of the Lord Stawel, that the Conveyances Sir E. D. were executed by the Earl of Salisbury de Trustees, nor do they know or did hear, were informed of the time when the faid eds were so executed by the said Earl and Inflees, or whether in the Month of May, or other time, fave as aforesaid; nor how long fore the Purchase-Money was paid, nor do these tendants or either of them know or were inmed the certain time when the faid Earl was mmitted to the Tower, nor whether the Conyances were executed the same day the Earl s committed to the Tower, or any other day, when he was bailed, but they heard he was harged in or about Michaelmas-Term laft. And Defendants fay, They did hear Sir E.D. after the faid Earl's commitment refuse to pay
Purchase-Money, but the certain time when heard the fame, or from whom, they thefe endants or either of them fay they cannot rember, And these Desendants and either of them

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them further fay, they did not know, hear were informed by Mr. W. or any other perfor after the faid Lord Salisbury was discharged, m till after the Lord S. his death, that the faid Fa did infift, that Sir E.D. ought to pay interest forth the Purchase-Money, from the executing the Co veyances until it should be paid; nor do the Defendants or either of them know or were formed how long the faid disputes about the terest lasted, or continued, or what the debat were touching the fame, nor doth it any w concern them, as they conceive. And these D fendants and either of them fay, they do a know nor were informed by Mr. W. or any other that R. C. Efg; and Sir W. F. would not accent the faid Sir E. D. for their Pay-master, and charge the Trust Estate, nor do these Defenda know or have been informed otherwise than the Complainant's Bill, of any Bill or Suit in d Honourable Court, by them the faid Mr.C. Sir F. W. brought, that they might be faithful their Portions out of the Trust Estate. Andth Defendants do severally say, they do not kno have heard or were informed by Mr. W. er other person or persons, or otherwise than by Complainant's Bill, that the Conveyances to E.D. did remain deposited in the hands of Mr. W. and Mr. T. E. in trust for the benefit of all ties concerned therein, and to be delivered either to the faid Sir E. D. or to the faid But Salisbury and the faid Trustees, according at should afterwards agree among themselve, to the Bill is fet forth and pretended, or upon other account whatfoever. And thefe Delend further feverally fay, they did not know, hea were informed till after the death of the Lon of Mr. W. or any other person, of the meeting Sir A. K's nor do know what matters or but

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ere there treated or advised on behalf of Sir E. the Taid Earl and Truftees, or any of them, or of depositing the Purchase-Money in a third fions Hands, until the faid Earl should be difarged, or be lent out to the Exchequer, nor hat Scruples the faid Sir E. made, or that he ould not pay the Purchase-Money till the faid rl was finally discharged; nor do these Defenits know or were informed what was then aeed or not agreed to by the faid Parties nor any them, or that their Council did press the faid E. D. to quit the faid Purchase, and reconvey e said Estate, or that there were other persons at were desirous to buy the same, nor were ele Desendants informed that Sir E. D. was en or at any other time told a Bill should be ed against him, to compel him either to quit e Purchase or proceed therein, nor did these elendants, know, hear, or were informed till er the death of the Lord S. by Mr. W. or any her, that a Suit was commenced against Sir E. by Mr. R. C. and Sir W.F. or any other person, compel him to pay them their shares of the schase-Money, or to reconvey the Premisses to Trustees or quit the Purchase, nor did these tendants know or were informed that any was filed, or any proceedings made in the , or of any Attachment taken out against the Sir E. D. or that he was feveral times told by Trustees in the Bill named, or any other, that hould be Arrested thereupon. And these De-Mants and either of them further fay, they do know, nor were informed by Mr. W. or any er, that Sir E. D. did decline the faid Purchase; thefe Defendants confess, they did hear and e informed that Sir E. D. had Money lay y in the Goldsmith's Hands, for the paying Purchase-Money so soon as the Lord Salisbury

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was discharged, but the precise time when they to informed, or by whom, these Defendants not remember; nor do these Defendants by have heard, or were informed that Sir E.D. after he heard of the faid Earl's Imprisonment liver up the faid Goldsmith's Notes, and took ther Notes to himfelf, or disposed of the faid Ma or any part thereof for other purposes, or ther he did not take any Goldsmith's Notes wards, till he and the Earl had ended their putes about Interest. But this Defendant & That on or about the Three and twentieth of November last, when the faid Sir E. D. o to this Defendant's Shop, and did appoint his meet in the same Afternoon at Salisbury-House bout receiving the Money fo affigned to him the Lord S. he the faid Sir E. then told this fendant he had taken Goldsmith's Notes for le of the faid Purchase-Money; but these De dants feverally fay, they know not, have he or were informed, otherwise than by the C plainant's Bill, when the disputes about lat between the faid Earl, and the faid Sir E. D. ended. And these Defendants and either of further fay, they do not believe, or have he or been informed that when Mr. E. carried Conveyances to the Lord S. to be executed, he figned a Receipt indorfed thereupon, for part of the Purchase-Money, that it was all without the privity, knowledge or confer the faid Sir E. D. the Earl of Salibury, or the Truftees, or any of them, but these Defend do severally say, they believe and dobut not it will be made appear, that the faid Deeds' so carried by Mr. E, and the Receipt made an got executed by and with the direction, con or knowledge of the faid Sir E. D. the faid and Trustees. And this Defendant S. further

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d denieth he had private or any intimations m the faid Mr. W. or E. D. or any other, how faid Purchase proceeded, or what likelyhood re was of accommodating any disputes relathereunto, till in or about the Month of Nober laft. And this Defendant S. faith, he did er the Three and twentieth of November laft. d not before, when he had the Lord S's further der, several times earnestly request the faid Sir D. to pay the faid Five thousand two hundred enty seven pounds ten shillings to him: And did hear that Mr. R. had often before preffed E, to pay the faid Money to the Lord S. But Defendant S. denies that he, or the faid Mr. or any other to his knowledge or with his viry or direction, either before or after the d S's death, did offer the said Sir E. D. any nner of abatement, allowance or gratuity, if would pay the faid Money. But this Defenbelieves that Sir E. D. was more cautious and ful of trouble than he had any just reason for, that made him delay and refuse to pay the Money to this Defendant, although he fafely the and ought to have paid the same, as this tendant is advised and humbly conceives. And to Defendants feverally deny they made any lication to the faid W. and E. or either of m to produce the Deeds for the Lord S. to exte; but this Defendant S. faith, notice was thim, and as he remembers, Mr. R. did also we word for this Defendant to attend on Mr.E. the faid Two and twentieth of November laft. te the Lord S. execute the faid Conveyance, accordingly he faith he did go with Mr. E. did fee the Lord S. execute the faid Conveyin manner as this Defendant hath in his er Answer fet forth, And as this Defendant tembers and believes, he heard and was informed

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informed that the Lord 8. did himfelf then fen to the faid Mr. E. and Mr. W. to bring the fa Conveyances to be executed by his faid Lon ship. And this Defendant S. denies he knew was informed or heard otherwise than by the Com plainant's Bill, That the faid Earl of Salisbury an E. S. and J. F. or any or either of them did a deavour to keep it private from the Lord S. and Mr. R. that they had appointed any part of the faid Purchase-Money to be paid to the said Lord or that therefore he was not defired to meet ats A. K's as by the Bill is pretended: But this Defe dant faith he believes and doubts not but to pro the contrary thereof, and that the Lord S. and M R. had notice long before the faid Affigume made by his Lordship to this Defendant of the Money in Sir E. D's Hands, That the same w ordered and appointed by the faid Trustees to paid out of the faid Purchase-Money, to the f Lord S. or his Affigns, upon his executing of faid Deeds of Purchase to Sir E. D. as was do accordingly by his faid Lordship, as this Del dant bath before set forth. And these Delet ants further feverally fay, They or one of the received the faid Affignment of Ten thous pounds Portion from the faid Lord S. abou Week after the same bears date, as near as the Defendants can remember. And the Defend S. faith, the Three thousand pounds by him to the faid Lord S. was all paid to his order, for his use, and more Monies were advanced paid for him by this Defendant, before the dat the faid Assignment of the faid Ten thoule pounds Portion. And both of these Defends lay, That the Defendant Sheldon did pay in laid One thousand pounds by him lent to Lord S. by his Order to the Defendant S. lo short time after the Receipt of the said Affi

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ent from the Lord S. but the exact time he canot remember. And this Defendant & faith, The id One thousand pounds so lent by the Defenant S. was afterwards really and bona fide paid y this Defendant S. by the order and for the acount of the faid Lord S. at the feveral times, and the feveral persons, and in manner as he this efendant hath particularly fet forth in his forer Answer, and in the Accounts or Schedules mexed to this Defendant's former Answer. And hese Defendants severally answer and say, they ere not present at the Sealing of the said Assignent of the said Ten thousand pounds Portion whe Lord S. for that the same was duly sealed nd executed by his Lordship in the Country, as lese Defendants believe and doubt not to prove this Honourable Court. And the faid Lord Sc m the faid Affignment up with a Letter under Lordship's Hand, directed to this Defendant S. fatisfie him, That he the faid Lord S. bad acording to the Agreement figned and executed the id Affignment, for the Security of the faid Mois, so really lent and paid, as aforesaid. And the Defendants and either of them fay, they dnot advance or pay any more Money at the te, or on the Receipt of the faid Affignment om the Lord S. other than the Sum of One thouad pounds, which was fo lent and paid by the stendant S. in manner, as aforesaid, to the Orand for the Account of the faid Lord S. And the Defendants do severally deny that they or ther of them were before or at the time of the livery or executing the faid Affignment, or at time it bears date, or at any time before or er the date or delivery thereof, until after the ath of the Lord S. told, did hear, or in any uner did apprehend or think that the Commant's Friends would dispute the payment of the

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the faid Portions, or any part of it, or that the Defendants or either of them should or would hindred from receiving any part of the faid ho tion, until fome time after the death of the fi Lord S. and then they these Defendants say the heard the fame from the faid Sir E.D. as they we remember, who then, and not before declare That the faid Earl of S. and some or one of the faid Trustees, had directed or ordered him nor pay the faid Money in his Hands to this Defe dant S. or any other, till further Order fromthe the faid Earl or Trustees, some or one of the or words to the very same effect, howbeit the Defendants fay, They were credibly inform and hope to prove to this Honourable Court, Th the Complainant after the death of the faid Lo S. and before the obtained Letters of Administration tion of his personal Estate, did declare she w well fatisfied of the just dealings of the Defe dant S. and of the Money which was due whi and therefore she the Complainant did then h ther declare, she would give order to Sir E. A. pay the faid Money in his Hands to the Dele dant S. foon after the had taken out Letters Administration of her said Lords personal Esta or words to that or the same purport. And the Defendants fay, They did thereupon rest saiss and did forbear entring any Caveat as before the intended and were advised to oppose the Complainant in taking out fuch Letters of M nistration, as they or one of these Defenda might lawfully have done, as they were adril And these Defendants further say, That the fendant S. did not deal with the Lord S. him as the Defendant S. hath understood by him bout lending the faid Sum of One thous pounds, but with Mr. Reading, his Council, on the faid Lords behalf did treat and agree

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he faid Defendant S. about lending the faid Sum, and did agree that his faid Lordship should and would make fuch Assignments, as herein before mentioned, for Security of the faid Sum of One honfand pounds, and for the Security of the Moies lo due to the Defendant S. as aforesaid. And hese Desendants do confess they did hear or vere informed that the said Lord S. had borwed confiderable Sums of Money for his buildes and other occasions, but how he was incumred they did not know, nor had the faid Lord any Cash then in this Defendant S's Hands; they say they did not then believe nor were formed the faid Lord was so much incumbred, fince they have heard and do understand. And ele Defendants and either of them do fay, That Defendant S. had not Cash to near the value One thousand pounds in the Defendant S. his. ands, when he lent the faid Sum to the faid ord S. but this Defendant S. saith, he called in onies purposely and raised the Sum of One thouof pounds, and then paid or ordered it to be din to the Defendant S. for the Lord S's use in nner, as aforefaid. And both these Defenors do deny that the Defendant S. did lend the Sum of One thousand pounds to the said Lord ut the fame Sum was fo lent by this Defen-S. in manner, as aforefaid, and was his own ney. And these Defendants do severally deny it was agreed or that the Defendant S. did athat all the Securities which he had from Lord S. should be a Security to the faid Mr. this Monies which he so lent to the said Lord and these Desendants do, and either of them eny that the faid S. is any ways answerable bound by any promile, agreement or otherto make good the faid Monies, or any part to the said Defendant S. which he so lent

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to the Lord S. as aforesaid, nor did this Defendant S. ever make this Defendant S. any promife to make good the faid One thousand pounds, or any part of it to him. And these Defendants and either of them do further answer and say, That the faid I. Lord S. was no otherwise indebted unto them these Desendants or either of them, at the time of his decease, other than what they have le forth in their former Answer, and as appear thereby, and by the Schedules thereunto annex ed, nor had these Defendants or either of them any more or other claims or demands of the Lor S. at his death, other than as are fet forth in expressed in their former Answer, and the sai Schedules thereunto annexed. But this Defen dant S. faith, fince the putting in his former An fwer he hath truly paid Six and twenty pound for one years Rent for the Farm of Water-Ball age, to the Officers of the City of London, the threatning to make void the Leafe for the No payment of the faid Rent, and for that real this Defendant S. did pay the faid Six and twen pounds and took an Acquittance for the fam and humbly hopes he shall be repaid the sim by the Complainant, and that the Complaina will take order for the future to discharge the l Rent, and to indempnifie this Defendant from trouble and damage that may happen to this fendant, upon account thereof, or that this ! fendant shall secure himself the best way he by the faid Leafe, and hopes the Complain will now take some course to see the faid R paid for the future. And this Defendant S. him faith, That all the Sums fer down and charged his former Answers, and in the Schedules th unto annexed, to the best of his knowledge all the Sums of Money which he ever received paid upon account of the faid Lord S. fave of

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the faid Sum of Six and twenty pounds, fince paid inon his account for the Rent of the Water-Bailiage Farm, as aforefaid. And this Defendant S. forh deny to the Best of his knowledge of remembrance, that there was or were any other dealings, transactions or bargains between him this Defendant S. and the Lord S. and Mr. R. his Agent, or either of them, than what are mentioned and expressed in his faid former Answer and the Schedules annexed thereunto, to which this Defendant refers, and in this his Answer fet forth. and this Defendant S, further faith and denies hat there was any absolute Agreement between the faid Lord S. and this Defendant for a fourth or other part or share in the faid Farm of the Water-Bailyage, but only a proposal for his Lordhip to grant to this Defendant one fourth part or share therein, paying a proportion of what his Lordship paid for the same, which this Defenant was then willing to have accepted and paid. but the faid Agreement was never perfected; nor my Grant or Affignment thereof made to this Defendant, nor did he or any to his user to his howledge, or for his account ever receive, take thad any of the Profits, Rates or Duties of the defendant fet forth or give any account thereof. and this Defendant 8, further faith, and denies hat he had or made any other Denlings, Transthions, Contracts or Bargains with the faid Lord of with the faid Mr. R. about the Debts and formons due to the Orphans and others from the lty of London, other than as is mentioned in is Defendants former Answer; and is herein afrespressed, That is to say, the Lord S. as this etendant believes, having intrusted and employthe faid Mr. R. to buy feveral of the faid Ormans and others Debts, this Defendant believes

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the faid Mr. R. accordingly did buy feveral Deb of feveral persons or Orphans due from the Co of London, for the use and upon the Account the Lord S. but how many, or the certain num ber of fuch Debts fo by him bought, or what a how much he paid for them, this Defendant don not know, nor can fet forth, otherwise than herein after is mentioned. And this Defendant believes the faid Mr. R. did buy some of the fai Debts in the name of this Defendant S. but the fame was by him the faid R. done and transaction without the privity, confent or knowledge of the Defendant S. only the faid Mr. R. told this Defen dant, That the faid Lord S. did desire he migh make use of this Defendants name in some of Affignments. And this Defendant doth verily b lieve, That so many of the said Debts bought the faid Mr. R. in this Defendants name, we bought with the Money of the Lord S. and trust for him, for that the faid Mr. R. did after had bought the same, (viz.) on or about t eighth of August, One thousand fix hundred pint and one, declare to this Defendant that he l purchased several of the said Debts in this Dese dants name, in truft for the faid Lord S, and the also declared it was his Lordships direction a order that this Defendant S. should assign the la Debts fo bought in his name over to the faid Mr. for his the faid Lord S's use, and accordingly Defendant faith he did on or about the eighth of August, One thousand fix hundred ninery go with the faid Mr. R. to the Chamberlains fice belonging to the faid City of London, and then and there confent and affign over, as manner is there used, the several Debts follows and no more, to the faid Mr. R. and which all the Debts which were bought or purchase

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as aforefaid, in this Defendant's name to his knowledge or belief, and as appears by the Books in the faid Camberlain's Office of the City of Lon-Los, to which for more certainty this Defendant refers, which Debts are as followeth, (viz.) June the eleventh, One thousand fix hundred ninery one, one R. S. affigned to C. S. of London, Goldmith, as appears by the faid Books, One thoufand fix hundred and fifty pounds, which this Defendant affigned to the faid Mr. R. the eighth of August, One thousand six hundred ninety one. for which faid Debt this Defendant believes Mr.R. did pay Five hundred thirty feven pounds ten shillings, because he had such a Sum of Money of the faid Lord S's Money about that time, as this Defendant finds by his Accounts, and as appears by the Schedules annexed to his former Answer. And on the eighteenth of June, One thousand six undred ninery one, one W.G. as appears by the hid Books, affigned a Debt of Five hundred and fry pounds to this Defendant S. And on the feenteenth of July, One thousand six hundred inety one, one A.V. as appears by the faid Books, ffigned a Debt of Six hundred and seven pounds othis Defendant S. and the same day R. and F. as also appears by the said Books, did assign a but of One thousand eight hundred and eleven ounds, seventeen shillings and fix pence, to this defendant S. but what or how much this Defenant R. paid for the faid three last mentioned Debts, this Defendant saith he doth not know, or was informed, nor can discover by any of its Defendant's Accounts or otherwise; and hich three last mentioned Debts or Sums this efendant did on the faid eighth day of August, he thousand fix hundred ninety one, allign oto the faid Mr. R. And on the eighteenth day July, One thousand six hundred ninety one, B b 3

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O. C. as appears by the faid Books, did affign to this Defendant S. a Debt of Four hundred pounds which Debt this Defendant did also Assign to the faid Mr. R. on the faid eighth of August, One thos fand fix hundry ninety one, and for which De the faid Mr. R. paid, as this Defendant is apt to believe, the Sum of One hundred and twenty two pounds four shillings, for that this Defen dant finds he had fuch a Sum of the faid Lord S's Money about the same time, as appears by the Accounts and Schedule annexed to this Delen dants former Answer. All which said Debts Sums of Money to bought in this Defendant Name and affigned by this Defendant, as afore faid, to the faid Mr. R. do now ftand fo entre in the faid Books remaining in the faid Office be longing to the Chamberlain of the faid City London, and not affigned, released, paid or a ways discharged, as this Defendant is informed and verily believes. And this Defendant lat he did lately cause a Caveat to be entred into faid Books with one of the Clerks of the faid 0 fice, to prevent as much as lies in this Dete dant's power, that the faid Debts may be fecure as also the Interest for the same, for the use of the Complainants. And this Defendant hopes to Complainant will take more effectual care to cure the same, the faid Mr. R. being made 2 D fendant also in this Cause, to make him Accou for the Interest, if he hath received any, for the faid several Debts, and to affign or reconvey fame to the Complainant, or to whom the appoint, and to discharge this Defendant ho the same. And this Defendant positively den that he ever received any Interest or other Pro of or upon the account of the faid feveral Sums Money, or Debts fo purchased, as aforesaid, any or either of them. And this Defendant

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Ifo denies that he did agree with the faid Lord or with Mr. R. or either of them, or with any ther person whatsoever, to be a Partner, or go ny share in the Purchase of any of the said Debts with the faid Lord S. or the faid Mr. R. and this Defendant believes and hath been inormed the faid Mr. R. bought several other Debts of the Orphans and others, due from the aid City, but this Defendant cannot let forth the articulars thereof, nor what he paid for the fame, nor which were fo bought by him in trust for the hid Lord S. but must refer the Complainant to he Books in the faid Chamberlain's Office, and to he faid Mr. R. who can discover the truth of all he said matters; For this Defendant S, saith, he was not privy or made acquainted by Mr. R. or my other person, to any of the Contracts made or the purchasing the same Debts, or any or eiher of them, nor did this Defendant act or medle or treat in any of the faid Bargains about buying the said Debts, but was altogether a stran-er and unacquainted therein. And this Defenant S. further faith, That be believes a further cason why the said Mr. R. neglected to get this Defendant's Accounts stated and signed by the ord S. was for that the Three hundred pounds hich he pretended was due to him, not being cluded in the said Accounts, if the same had ten then stated and signed, the said Mr. R. rould have failed in his expectation of receiving, the pretended he was promifed by the Lord S. e faid Three hundred pounds out of the faid onies in the faid Sir E. D's Hands, when the me had been paid to this Defendant, as the faid l. R. did seem to declare he was in hopes to are, but this Defendant absolutely refusing to large the faid Three hundred pounds in this dendant's Accounts, or to intermeddle therein, Bb 4 the

the said Mr. R. seemed not well pleased, and therefore also did seem careless or negligent getting this Desendant's Accounts allowed by a said Lord S. as he might have done, as this Desendant verily believes, and knows of no other reason why the said Mr. R. refused or neglected get this Desendant S. his Accounts stated or signal without that, that, &c. And humbly prays as their former Answer they have prayed.

The Answer of the Right Honourable M Land S. one of the Defendants to the Bill of Complaint of C.S. Complainant.

Astestat. Super bonorem preboronabil: M. Domin.

HIS Defendant faving to her felf all adra tages of exception to the infufficiencies the faid Bill, for Answer thereunto faith. The her late Father Fames Earl of Salisbury, decealed did by his last Will and Testament in Writing bearing date on or about the first day of ? One thousand fix hundred seventy five, in a or more Cocidils annexed thereunto, give and vise to this Desendant the Portion of Ten mo fand pounds, to be paid at her Age of eight years, or day of Marriage, which should first h pen; and did appoint the same to be ralled paid out of a Term for ten years, and out more Terms for ninety nine years, of and in vers Manors, Messuages, Lands, Tenement Hereditaments, limited by the faid Earl, for raising of that and other Portions and Sums Money. And this Defendant faith, That he tained her Age of eighteen years before the interest married with John Lord Stawel, lately decent

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dhath received Two hundred fifty four pounds o shillings and fix pence, in part of the said ortion. And this Defendant further faith, That eremainder of the faid Portion, being the Sum Nine thousand seven hundred forty five pounds tenteen shillings and fix pence, was further and mer fecured for the benefit of this Defendant, a late Act of Parliament, made in the third d fourth years of the Reign of their present hiefties, Intituled, An Att for the better fecuring Portions, Debts and Legacies gipen and owing by mes late Earl of Salisbury, but the faid Nine usand seven hundred forty five pounds sevenn shillings and fix pence, is not by the faid made payable to the faid Lord Stawel, as by the Complainant's Bill is pretended. By which reditaments purchased by the said Sir E. D. in Bill named, together with divers other Lands Hereditaments are vested in Sir W. B. Baro-S. P. Esq; E. S. and J. F. and their Heirs, must (amongst other things) by Mortgage or e thereof to raise Money for satisfaction of faid remainder of this Defendants faid Porti-And this Defendant faith, That the was valled with to Marry the faid John Lord Staon or about the twenty fixth day of April, thousand six hundred ninery one, when she sunder the Age of twenty one years, and that laid J. Lord S. died the thirtieth day of Node, One thousand six hundred ninety two, state for ought this Defendant knoweth to contrary. Whereupon this Defendant obtain-Letters of Administration to be committed to felf, in the Prerogative Court of Canterbury, the Debts, Rights and Credits of the faid 3: S. as by the faid Letters of Administration is Seal of that Court, more at large may appear.

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appear. And this Defendant faith, That force her Relations did before the faid Marriage m with the faid Lord S. for the Settlement of all ture upon this Defendant, in case the survin And the faid Lord S. did before the fa Marriage, promise and agree to settle a Re Charge of Fifteen hundred pounds a year m this Defendant, for her life, to be iffluing out all or a fufficient part of his Manors, Lands Hereditaments. And this Defendant truffing his performance of the faid Agreement, didthe upon inter-marry with him, and after the marriage until the time of his death, the Del dant's Relations and also the faid Trustees or for of them, and the Lord Archbishop of Canthin who was one of the Overfeers of the Will of Defendant's Father, and their Council and Age or some of them did declare, That the said mainder of this Defendant's faid Portion he not be paid, or at least that part of it which appointed to be paid out of the faid Sirk Purchase-Money, until the Lord S. should be the faid Rent Charge, or some other suffer Jointure on this Defendant, and the rather in gard the faid Lord S. by reason of his Privil could not be compelled by any Suit to per the same; of which matters so by them deca the faid Lord S. and the faid Sir E. D. and M. and Mr. E. herein after named, or one of had notice, as this Defendant believes. And faid Lord S. did feveral times during the faid riage declare or promise, that he intended would make the faid Settlement, But it b ned, That he died before he performed the And all his Manors and Lands are incom with very great Debts, as this Defendant is formed and believes, and the greatest par them held by Leafes and Copies of Count

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that this Defendant cannot have the benefit of wer of and in the same Pemisses, Without great is and Troubles, and the value of fuch Dower very much less than the Gid Rent Charge of ten hundred pounds per Assum, agreed to be ted; wherefore this Defendant doth claim the remainder of her Portion, and particularly part of it, being the Sum of Five thousand hundred feventy feven pounds ten shillings, pointed to be paid out of the faid Sir E. D's Purfe-Money, in her own Right and to her own And doth infift, That the faid Sir E. D. ought my the faid Five thousand two hundred sevenfeven pounds ten shillings, to her this Defenat and fhe is ready and willing to give him a ceipt and Discharge for the same, and humbly es that this Honourable Court will allow her erest for the same, from the time it ought to e been paid. And this Defendant further faith, at the believes it to be true, That the faid Sir D. did Purchase from the faid Trustees the ffuges, Lands and Hereditaments in the Bill that purpose mentioned, and hath heard that the Conveyances thereof the faid Sum of Five bland two hundred feventy feven pounds ten lings, part of the faid Purchase-Money, is apnted to be paid to the Lord S, and that the due of the faid Purchase-Money is appointed e paid in several proportions to this Defen-Brother, R.C. Elg; and to the faid Lord hishop, and to Sir W.F. in fatisfaction of their mands by virtue of the laid Will and Act of fiament. But in case the said Sum of Five hand two hundred feventy feven pounds ten lings, is so appointed to be paid, it was during Minority and Coverture of this Defendant, without her consent and privity, and ought in Justice and Equiry to have been paid to the said

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faid Lord S, until he had made the Settler before-mentioned. And this Defendant is into ed and doubts not to prove, That the faid Im and this Defendant's Brother, the prefent Bur Salisbury, were so sensible thereof, that they fuch appointment with an intent and def induce the faid Lord S. to make fuch Settlem and that they or some of them or their Co as also the said Lord Archbishop, did so dec unto the faid Sir E. D. and the faid Mr. W. fer times to or in the presence of the said Sir and of the faid Mr. W. at the House and in presence of Sir A. K. and at other times places, and forbid them to pay the same thousand two hundred seventy seven pounds shillings, to the faid Lord S. till further of And that the faid appointment of the pays of the faid Sum of Five thousand two hu feventy feven pounds ten shillings, to the la was voluntarily inferted in the faid Deeds faid Trustees, without the privity or know of the faid Lord S. or this Defendant, to the tent that when they should make him acqui with the fame, they might prevail with h make the faid Settlement; and that they hended it was in their power to retract or the faid appointment, in case he should re to do. And this Defendant further faith, T is informed and doubts not to prove that the Conveyances were executed by the faid En the Trustees, in or about the Month of My thousand six hundred ninty two, but that no of the Purchase-Money was then paid, of it happened that the fame or the next day the Earl of Salisbury was committed to the In High Treason, which afterwards appeared grounded upon the Evidence of a period was afterwards, by direction of their Major prole

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fecuted for the same, and convicted of Per-. And faith, That she is informed and doubts to prove, That by reason of the faid Accuon and Commitment of the faid Earl, the faid E.D. was advised by his Council not to proin the faid Purchase, and declared he would proceed therein, and thereupon altered the dimith's Notes which he had prepared for ment of the Purchase-Money, and made payto the Parties who were to receive the e, and took new Notes for the same payable imfelf, and that the faid Mr. R. C. and Sir E declared they would not accept of the faid s to appointed to be paid to them for payt in discharge of their demands out of the If Estate, and that thereupon the said Conances were deposited in the Hands of the said and E. who were the persons that transacted hid Purchase between the said Sir E.D. and the Earl and Trustees, to be delivered back to faid Earl and Trustees, in case the said Puredid not proceed, or if it did, to be deliveto the faid Sir E. D. upon his payment of the thase-Money. And this Defendant saith, That hath heard and doubts not to prove, that short time after the faid Earl was fo comed, there was a Bill exhibited in this Court e faid R. C. and Sir W. F. against the faid Earl Truftees, for satisfaction of their demands, er out of the said Trust Estate, or the said thase-Money, and also against the said Sir E. compel him forthwith to proceed in the faid hase, or to quit the same, and that the said E appeared thereunto, and took out a Copy e Bill, and was profecuted to an Attachment of answering the same; and the said Earl not totally discharged from the said Accuwill the last day of Michaelmas Term then next

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next following; in all which time the faid Sir D. declined to proceed in the faid Purchase, then after the end of that Term he began to m his application to the faid Earl and Truffees fome of them, that he might have liberty to pr ceed in the faid Purchase. But the faid Earl whom the Surplus of the faid Truft Effate did long, and who was the only person, as she ha heard, that articled with him for the faid P chase, declared that the faid Sir E. D. sho not have the faid Purchase, unless the said Sir D. would pay him Interest for the Purchase-M ney, from the time of executing the faid Conve ances, until the time that the fame Purcha Money, should be actually paid, and that the upon the faid Sir E. D. did fubmit and agree pay Interest for the same accordingly, with deduction of the Sum of Fifty pounds or then bouts, which the faid Earl voluntarily remin unto him. But this Defendant doth infilt, doubts not to prove, that the faid Agreement tween the faid Earl and the faid Sir E. D. for proceeding in the Purchase and payment of faid Interest-Money, was not made till after death of the said John Lord Stawel, that is to upon the thirtieth day of November, One the fand fix hundred ninery two, at night, and Lord Stawel died the morning of that day, and t after the death of the Lord S. the faid Sir A did pay to the faid Mr. R. C. Sir W.F. and L Archbishop their proportions of the said Purch Money, and thereupon the faid Conveya were delivered by the faid Mr. W. by the con of the faid Earl and the faid Trustees, or on them, and the faid Sir E. D. did then execu Counterpart of the faid Conveyance, and before. And it then appearing upon produ the faid Conveyances, that a Receipt was in

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thereupon, bearing date on or about the Three d twentieth day of the same November, subscriby the Lord Stawel, acknowledging that the d Sir E. D. had paid to the faid Lord Stawel the if Five thousand two hundred seventy seven bunds ten shillings, the said Sir E. D. declared at he had not paid the fame; whereupon the Mr. W. acquainted the faid Earl and Parties en present, That the faid Lord S. at the same me when he figned the faid Receipt, figned a ote appointing the faid Money to be paid to the implainant, but the faid Earl thereupon did for-I the faid Sir E. D. to pay the faid Money to e said Complainant. And presently after this seendant had notice thereof, the said J. F. on thalf of this Defendant, did forbid the faid Sir to pay the faid Money to the faid Complaiint or to any other person, and did demand the loney for this Defendant, or to that effect, as caid J. F. informed this Defendant. And this efendant further faith, That she is informed, and subts not but it will so appear, that the said enveyance was carried by the faid E. to the faid ord Stawel, in the time of his Sickness, and that laid Receipt was Indorfed thereupon without privity or knowledge of the faid Sir E. D. or the faid Trustees, or of the faid Earl of Salif-7; and that the faid Sir E. D. as foon as he had tice thereof, and of the faid Note appointing to pay the faid Five thousand two hundred enty seven pounds ten shillings to the said Commant, did refuse to pay the same, so that the Complainant had a just occasion to refort to faid Lord S. for further or other Security of Money due to him; but this Defendant doth That the carrying the faid Conveyances to laid Lord S. by the faid W. and E. or one of m, was a breach of the Trust in them, and

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fuch a contrivance whereby the Complains ought not to have benefit nor this Defendant prejudiced. And whereas the Complainant de pretend that the faid Lord Stawel by Writing be ing date the twelfth of July, One thousand hundred ninety two, did Assign to him the Complainant this Defendant's faid Portion of T thousand pounds, in consideration of a Sum One thousand pounds then advanced, and further fecuring the Sum of Three thousand pour due to him from the Lord S. on a Recognizar acknowledged to him by the faid Lord S. be that time, this Defendant is informed that no diffinet Sums of Three thousand or One thousand pounds were advanced and really paid to faid Lord S. at the time of acknowledging the Recognizance, or of the date of the faid prece ed Affignment of the faid Portion, but that the was an open currant Account between the Lord S. and the faid Complainant, and that faid Complainant being a Banker and Cashier the Lord Stawel, had in the compais of one received above the Sum of Five and twenty the fand pounds of the faid Lord S's Money, and he hath not sufficient Orders and Vouchen justifying many of the Payments and Allowat which he bringeth in discharge of the said nies so received by him, and that he was account able to the Lord S. as he was a Trustee, and therwise for great Sums of Money. And this fendant being not fatisfied with the faid Account hath a Bill depending against him in this Hon able Court, for discovery and relief touching the Accounts and Transactions between the Lord S. and the faid Complainant, to which faid Complainant hath put in an Answer, and nexed an Account. And this Defendant is formed, That upon a just account to be take TELL

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he demands of the faid Complainant, many of e Sums for which the faid Complainant hath ade the faid Lord S. Debtor will be difallowed : owever, this Defendant doth infift, That the id pretended Affignment of the faid Portion to e said Complainant; and the Note of the pay-ent of the said Five thousand two hundred semy feven pounds ten shillings to him, are but the nature of Letters of Attorney, which are termined and become void in point of Law, by e death of the faid Lord S: and that in case the He Five thousand two hundred seventy seven unds ten shillings, due from the said Sir E. D. ere the Money of the faid Lord S. this Defennt as his Administratrix hath the only right in w to receive and give a legal discharge for the ne, and that this Defendant hath good right in uity to retain the fame to her own use. But this fendant doth infift and rely upon it, That the Five thousand two hundred seventy seven undsten shillings due from the said Sir E.D. never sthe Money of the Lord S. but the same is bene the Money of this Defendant, and is part of Purchase-money, raised and become due by Sale part of this Defendant's Fathers Estate, chargwith payment of this Defendant's Portion, that the faid Purchase was not compleated after the death of this Defendant's faid Huf-And this Defendant infifts, that the hath conceives and is advised, the only right to we the faid Five thousand two hundred fey seven pounds ten shillings; from the said Sir and that the fame ought not to be paid to the plainant, and the rather for that the Comant is in no danger to lose his Money, as this ndant is advised, for that his Recognizance to the real Estate of the said Lord Stawel, and as a Security to him for what shall appear take

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due to him, on the ballance of his Account. this Defendant is informed that the personal state is considerable, although much of it is yet come to this Defendant's Hands. And faid Complainant hath been offered, as this fendant is informed by her Agents, that if would amend his Bill, and pray a fatisfaction of the real and personal Estate, in case his dem upon this Defendant's Portion should not a that this Defendant would do all things which lawfully could to affift him in his obtaining faction out of the real and personal Estate what upon a just Account should appear due to and this Defendant is still ready fo to do: particularly there are feveral thousand pounds to the Lord S. on Mortgage from Mr. Le, v for ought this Defendant knows, were no figned by the faid Lord S. to any of his Cred and remain to be received as part of the faid S. his personal Effate. And this Complained offered, as this Defendant is informed, the should have fatisfaction out of the faid Mon and this Defendant is still willing he shall tisfied out of the faid fame, fo as she be in nified therein by this Honourable Court. thing it feems will please the Complainan to be paid out of this Defendant's Portion, at prefent is all she hath to trust to, to supp felf, she having not yet received any thin of the faid Lord 8's real or personal Estate, as the is advised the can retain to her own And this Defendant traverseth without that, Oc.

The several Answer of Sir E. D. Knight, one of the Defendants to the Bill of Complaint of C. H. Complainant.

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HIS Defendant faving to himfelf, now and at all times hereafter; all Advantages and Benefits of Exception to the manifold incertainties and imperfections of the Complainant's faid Bill; for Answer thereunto, or unto fo much thereof as materially concerneth this Defendant (as he is advised) to make answer unto, he anwereth and faith. That after fuch or the like Act of Parliament for enabling fuch perfons Trustees in the said Act named, to fell such part of the Estate of James late Earl of Salisbury, for payment of fuch Debts, Portions and other Sums of Money therein mentioned was procured and passed, as in the Bill is fet forth, to which this Defendant for his more certainty refers; he this Defendant did agree and contract for the Purchase of the Manor of A. L. and divers Lands and Heredicaments in the Parish of C. in the County of If for the Sum of Seventeen thousand five hunred pounds, of which faid Sum this Defendant elieves there might be Five thousand two hunted feventy feven pounds ten shillings, appoind to be paid to John Lord Stawel, fince decead, who Married the Lady Margaret, one of the Daughters of the faid late Earl of Salisbury, and ich other Sum to other persons in the Bill named. and this Defendant believes there might be fuch ndenture Tripareite of the third of May, One housand six hundred ninery two, and made beween the now Eal of Salisbury and his Lady, and whother persons and this Desendant, executed Cc t

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as in the Complainant's Bill is also fet. forth. And this Defendant faith, That he having employed Mr. E. and Mr. W. of London Scriveners to transact the faid Purchase, this Defendant lest the manner of execution of the faid Deed to their care and management. And this Defendant was not present himself at the execution thereof by the Lord S. but believes the faid Lord S. might give fuch discharge for the said Sum of Five thoufand two hundred seventy seven pounds ten hillings, as in the Complainant's Bill is mentioned. And believes that the Lord S. might write a Ler ter directed to this Defendant, touching the payment of the faid Five thousand two hundred feventy feven pounds ten shillings; to the Complainant, but this Defendant is not able to let forth the contents thereof, the fame not being in his custody. And this Defendant believes, that a bout the Month of December, One thousand in hundred ninety two, the now Complainan might shew some Order or Letter, which the Complainant might fay was from the faid Lord S but this Defendant refers himself to the content of the faid Letter or Order, when the fame had be produced, but faith it was after the reporte the Lord S's death when the Complainant thewe this Defendant such Letter or Order, as afore faid. And in regard the faid Lord S. was dear this Defendant did not think it safe to pay the faid Money on the faid Order, until he had for order or direction of the now Earl of Salish the payment thereof having before been ford by the faid Earl and two of the Trustees. As this Defendant doth acknowledge, That have heard the Complainant was to receive fome pa of the said Money, this Desendant did sometime before the Lord S's death, appoint the faid Con plaina

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plainant to meet this Defendant at Saltiburg House, to fettle the faid marrer, and this Deferidant attended there at the time appointed, where the Complainant also attended, and the Lord S. being acquainted that the Complainant arrended there in reference to the matter aforefaid, a person was fent out to the Complainant to acquaint him, that the faid Lord Salisbury faid, mat the other Parties that were to receive the Purchase-Money were not present, so nothing could be done, or to that effect. And this Defendant saith, That upon a further discourse then had with Mr. S. and Mr. F. two of the Trustees, buching the faid Money, they together with the faid Earl of S. forbid this Defendant to pay he fame to the Complainant, or any other peron till further order, or to that effect. And at mother time, after the report of the said Lord Is death, when this Defendant paid other perlons who were entituled to receive other part of he faid Money, this Defendant was again by he said Earl and the two Trustees above-mentined, forbid the payment of the faid Money to he Complainant. And this Desendant cor selth that he did not pay the rest of the faid Purhale-Money to the other persons to whom the me was to be paid, till after it was reported the ord S. was dead. And this Defendant faith that ealways had his Money ready to pay to such trions who ought to receive the fame, and hath of the faid Sum of Five thousand two hundred renty feven pounds ten shillings and upwards him, without making any Interest of the me. But this Defendant faith, That the other lendant, the Lady M. Stawel, Widow o' the and Stanuel, hath or pretends to have some right claim to the faid Mony, as Administrate ix to Cc 3 .

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her deceased Lord, and hath Exhibited a Bill in this Court against this Desendant to have the said Money, and therefore this Desendant craves the direction of this Honourable Court, how he shall pay the said Money, and that on his payment thereof he may be discharged and indempnished, and have his Costs of this Suit, and also the Lady Stawer's Suit. And this Desendant denies the Combination charged in and by the said Bill, without that, &c.

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Plaintiff Exhibiting bis Bill for Redemption and Account of Profits. The Defendant pleads in Bar ibereto, setting forth the Original Leafe, his Affign-ment thereof to the Plaintiff, the Plaintiffs Morttoge thereof to A. D. Her Affignment of the Morstoge with the Plaintiff's confent to J. C. fabjet to Redemption, by Complainant. J. C. bis Affirment to I. P. upon condition to reassign to J. C. upon payment, &c. J. P. and the Complainant's Affigument n T.C. with condition to reconvey to the Complaiunt, on payment, &c. C. T. bis Affignment to the Defendant by the Complainant's confent, except a untain small Close. The Defendant's Indenture of Defeatance to the Plaintiff. The Plaintiff's failure of payment, the Defendant's Entry on the Premisses. and afterwards an Indorfement on the Deed of Defeazance, releafing the Covenants therein, and equity of Redemption, and another Indenture of Affigument from the Plaintiff and T. C. of the Close excepted. And by his Answer denies Combination, Its forth the Value, and that be Purchased for a valuable Confideration.

HE said Desendant by Protestation not consessing or acknowledging all or any of the
sters or things in the said Complainant's Bill
Complaint contained to be true, in such manand form as the same are therein and thereby
sorth and alledged. As to so much thereof as
as the redemption of the Tenements and Lands
sin after mentioned, or to have an Account
the Prosits, or to be otherwise relieved touchthe same, and to all other the matters and
so in the said Complainant's Bill contained,
not herein afterwards answered unto, this
sendant doth plead in Bar thereto, and for
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Plea faith, That the Complainant on or about the 1 day of July, in the seventeenth year of the Rein of our late Sovereign Lord King Charles the S cond, being possessed and interessed of and in that Toft or Copyhold Tenement in Clifton afor faid, which was formerly burnt, wherein the Com plainant dwelled, with the Yard, Garden and I of Land, at the South-East end of Clifton-Wo and the small Close by Briftol Channel, with the Lime-Kiln therein being: All which were for merly 7. B's for and during all the rest and re due of a Term of ninety nine Years then to com and unexpired, if J. G. B. his Wife and J. I Daughter, or either of them should live so los granted by the Worshipful R.S. Esq; to the la 7. G. by Indenture of Lease, dated the twelf day of September, in the two and twentieth ye of the Reign of our late Sovereign Lord Kin Charles the first. And which the said J. G. att wards, to wit, by Indenture dated the first day Fune, in the seventeenth Year of the Reign our late Sovereign Lord King Charles the fecon had assigned to the said Complainant, he the Complainant in and by one Indenture, bearing date the first day of July, in the faid seventeen Year of the Reign of our faid late Sovereign Lo King Charles the second, in consideration of Fit pounds to him the faid Complainant in ha bona fide paid, by A. D. of W. in the Parish of in the County of G. Widow, did Grant, Bargan Sell and Assign the said Premisses, and all Estate and Interest therein to the said A.D. Executors, Administrators and Assigns, but w a Proviso therein contained, for making the las void, in case the Complainant should pay to t said A. D. the said Fifty pounds, with the Inte est thereof, on the first day of January then no coming, as in and by the faid Indenture may mo t th

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illy appear. And this Defendant further faith, hat by one Indorfment or Deed Indorfed on e back of the faid last mentioned Indenture, earing date the third day of August, One thound fix hundred fixry eight, the the faid A. D. consideration of Forty and five pounds, being e remainder of the Money fecured by the faid If Indenture to her in hand paid by F. C. of the liv of Briftol, Apothecary, did, with the Comlainants Confent, Bargain, Sell and Affign the id Premisses, and all her Estate and Interest erein during the faid Term to the faid J. C. Executors, Administrators and Affigns, but bied to be redeemed by the faid Complainant his payment to the faid J. C. of the faid Forty re pounds and Interest, as by the said Deed Inorfed more fully it doth appear. And this Deandant for further Plea faith, That by another; dorsment or Deed Indorsed, bearing date the inh day of November, in the Year of our Lord, Ine thousand fix hundred seventy one, the said C for the confideration of Thirty pounds to m in hand paid, by J. P. of the faid City of offol, Mariner, did Bargain, Sell and Affign e faid Premisses, and all his Estate and Interest erein, to the said J. P. his Executors, Adminiators and Assigns, but upon condition, That faid J. P. should re-assign the same to the said Con payment of Thirty one pounds and fixteen Illings on the tenth day of November, One thouadfix hundred feventy two, as in and by the dast Indorsment, or Deed Indorsed may more ly appear. And this Defendant for further Plea in, That by Indenture bearing date the third yof January, in the twenty fifth Year of the ign of our late Sovereign Lord King Charles elecond, had and made between the Complai-It and the faid J. P. of the one part, and T. G.

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of the faid City of Briftol, Merchant of the oth part; reciting the faid Original Leafe from S. Elq; to the faid 7. G. And that the Tenemer in question were by good ways and means the Law come to and vefted in the Complainment in confideration of ten pounds paid to the Co plainant, and of thirty pounds paid to the fai 7. P. the Complainant and the faid 7. P. did grant bargain, fell and affign to the faid T. C. his Exe cutors, Administrators and Assigns, the Tene ments in question, and all their Estate, Terma Interest therein; In which last Indenture the is also a Proviso, That in case the Complainant should pay to the faid T. C. forty one pounds to shillings, on the fifth day of July then next for lowing, then the faid T. C. was to re-convey the faid Premisses to the faid Complainant, as in an by the faid last Indenture may more fully appear And this Defendant for further Plea faith, The by an Indorfment or Deed Indorfed on the be of the faid last Indenture bearing date the twe ty fourth day of August, One thousand fix hu dred feventy four, the faid T. C. in considerati of eight and twenty pounds to him by this Delet dant bone fide paid, by and with the confent an agreement of the faid Complainant, he the la T. C. did likewise by the Complainant's confer Affign the faid Premisses, except the faid im Close, in the Original Indenture particularly me tioned, and all his Estate, Term and Interes therein, to him the faid Defendant. And this D fendant further faith, That in and by one loo ture, bearing date the fixth day of October, int faid Year of our Lord, One thousand six hundre seventy four, made between this Defendant the one part, and the Complainant of the other part, reciting the faid last Indorfment, he this Defendant did thereby fignific and declare an control of the same of the sam

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Mo Covenant with the Complainant, That if Complainant should pay this Defendant Twenight pounds and ten shillings upon the twenith day of April then next coming, That then Defendant would reconvey the faid Premifexcept before excepted, unto the Complai-, as in and by the faid last recited Indenture more fully appear. And this Defendant for her Plea faith, That the Complainant failed nyment of the faid Twenty eight pounds eighteen shillings, and thereupon this Defenentred into and upon the faid Premisses, and me possessed thereof, and afterwards, to wit, in Indorfement or Deed Indorfed, on the back of the faid last recited Indenture of Deseace, bearing date the nineteenth day of Qdoin the twenty feventh Year of the Reign of late Sovereign Lord King Charles the feoond, in the Year of our Lord, One thousand fix dred seventy five, he the faid Complainant in fideration of the Sum of Ten pounds of law-English Money, to him in hand really and file paid by this Defendant, did absolutely le and release to this Defendant, his Execu-Administrators and Assigns, the Covenants he faid Indenture of Defeazance contained, all benefit and equity of Redemption of the ements therein mentioned, and all his te, Right, Title, Interest, Claim and Demand, ell in Equity as in Law, of, in and to the To have and to hold the faid Premifies, the Appurtenances unto the faid Defendant, Executors, Administrators and Affigns, for during the remainder of his Term, and Intherein discharged, and free from all beneequity of Redemption whatfoever, as in by the faid last recited release may more ful-Mear. And this Defendant by way of Plea

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further faith. That by Indenture bearing date eighth day of Odober, in the Year of our L One thousand fix hundred feventy four, m between the Complainant and the faid 7.c. the one part, and the Defendant of the or part, reciting the faid Original Leafe from & to the faid J.G. and that afterward by divers go ways and means in the Law, the same was or to the Complainant, and to the faid T.C. the faid Complainant and T.C. in confideration the Sum of Twenty five pounds and five shills to them, or one of them, by this Defendant hand bona fide paid, did absolutely Bargain, and Assign, and set over unto the Defendants. that the aforefaid small Close above regited, o taining in length Four hundred and fixty for and the whole breadth from the River of An the way leading towards Rownam, together w all Ways, Waters, Easments, Profits, Com dities, Advantages, Emoluments and Hered ments whatfoever, to the faid Close belonging appertaining, and all his Estate and Interest the in. To hold to him this Defendant, his Etc tors, Administrators and Assigns, for and dur all the rest and residue of the said Term for Ye then to come and unexpired, if the Lives ato faid, or either of them should so long live, and by the faid last recited Indenture, may m fully appear, and that the fame was an ablol Purchase of the said Premisses, without any viso, Condition, Covenant or Agreement making void the fame, upon the payment of Sum of Money whatfoever. And this Defend for further Plea faith, That immediately after Sealing and Executing the faid two last Deeds this Defendant became a real and absolute ! chaser of the said Premisses for a valuable Co deration, and accordingly entred thereupon,

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ever fince quietly enjoyed the fame, and is entituled thereunto and doth infift that he od, absolute and indefezable Estate therein, ng the continuance of the faid Estate for Years. minable on the Lives aforefaid, and that he accountable for the Rents and Profits unto Plaintiff, and that he ought to retain the ds and Evidences which concern the faid Pres, for the maintainance of his Title thereunand therefore Pleads the said matters in bar to part and fo much of the faid Bill as feeks to be red against the faid Purchase, or any discoof the Writings touching or concerning the? , as aforefaid, and humbly demands the Judgof this Honourable Court, whether he be compelled to make any other Answer to part of the faid Complainant's Bill, as afore-And for Answer to so much of the faid Bill not above pleaded unto, he this Defendant es all Combination in the Complainant's Bill ged, and likewise denies the said Premisses of the yearly value in the Plaintiff's Bill mened, or of any greater yearly value than above pounds per Annum. And faith, he knows not the Complainant was possessed of any other ements or Hereditaments whatfoever, other the Premisses in this Defendant's Plea mend, and faith he claims no other, nor hath thows of any Deeds, Evidences or Writings, any Estate belonging to the Plaintiff, fave fuch as concerns the Premisses in this Defens Plea mentioned. And this Defendant dethat he ever made any other Covenant or ement with the Complainant or any other m whatfoever, touching or concerning the mption of the faid Estate, but what is mendin this Defendant's Plea. And this Defendoth verily believe that the faid Purchases Money /

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Money paid by the Defendant for the faid misses, was a full and valuable Consideration the same, at the time of the said Purchase m without that, that, Oc.

The Demurrer and Answers of J. W. Senior W. Junior, and J. H. Defendants to the B. Complainant.

The Defendants Demur to part of the Plaintiff for that there is no ground of Equity in his and that he hath remedy at Law for the Matters; and Answer the other part.

THE faid Defendants by Protestation no knowledging all or any of the Mane the Complainant's Bill to be true in fuch ma and form as the same is and are therein or the fet forth, they say, That they are advised the drift and design of the Bill is for relief in ters properly determinable at Law. And the Complainant grounds his Complaint upon Suggestion therein, That by an Agreement Between these Defendantss some or one oft with the Complainant, or some other on his half, whereby these Desendants, some or or them were to ferve and to deliver to the Con nant or his Ule, several Quantities of h Grains, daily and weekly, during the Year b at Michaelmas, One thousand fix hundred four, and ended at Michaelman One thousan hundred eighty five; further fuggesting, thefe Defendants did not according to their A ment, deliver or cause to be delivered to Complainant or to his use, above half the tity of Grains which they were to deliver that yet thefe Defendants do demand paymen latista

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fatisfaction from the Complainant for a far greater quantity of Grains than were in truth delivered, and do threaten to fue him at Law for the fame. And therefore prays these Defendants may discover the quantities of Grains from time to time during the said Year, delivered by these Defendants, or any for them, to the use of the Complainant, and that these Defendants may produce their Books and Entries, and fet forth the feveral quantities of Mault-they brewed Weekly from time to time, during the faid Year, and do pray afull discovery and relief in the said matters. To all which these Desendants do Demur, for that of the Plaintiffs own shewing, there is not any sufficient matter of Equity suggested by the Bill, whereof this Court ought to take Cognizance, and that the faid matters are properly determinable at the Common Law, where these Desendants shall not be able to recover any more damage than what they shall prove and make appear to the satisfaction of the Jury, and the Plaintiff may there have the like remedy for any damage fuffained by means of these Defendants. And for that this Court cannot Decree a performance of the Agreement suggested, nor assess damages for the Non-performance. And also for that these Defendants may lay themselves open and exposed m many inconveniences by discovering and pro-ucing their Books and Entries, and for that the faintiff hath not by his Bill any ways intituled mielf to any discovery of the quantities of fault brewed by these Desendants; Wherefore, nd for many other apparent defects in the faid these Desendants to deny to answer to all matters before mentioned and to all the matin the faid Bill not herein after answered to, and also to the relief prayed, and do humrave the Judgment of this Honourable Court, whether

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whether they or either of them shall be compell to make any other or further Answer there And for Answer, these Defendants say, that wh Agreement was made, was made by the Defer dant J. W. the younger with the Plaintiff's no Wife, which Agreement this Defendant J.W. to younger, faith was made in or about September fometime before Michaelmas, in the Year On thousand fix hundred eighty four, this Defendant being then at his Brewhouse in Turnmil-freet, th Plaintiff's Wife came thither to him and propole to buy and take of this Defendant fuch quantity Grains as the then mentioned, whereupon a ra or price was agreed upon, and this Defendanto behalf of himself and the other Defendant 7.1 Senior, did agree to let her have half a Tun Ale Grains, being brewed off every Tuefday, It day and Saturday, and a Quarter and an half Beer Grains every Tuelday, and a Quarter of Be Grains every Saturday in every Week, beginning at Michaelmas then next; being Michaelmas, O thousand fix hundred eighty four, until Michael mas, One thousand fix hundred eighty five, cording to the custom to be taken by the Plaint his Wife, or his Servants, at these Defendan Brewhouse at Spye-corner, near to Smithfiel, these Defendants did brew on those days, and the rate and price agreed upon was fourteen pence Quarter. And the Plaintiff's Wife did agree pay, and promised that the would pay so, for the Grains so to be delivered, or to that very effe which was the whole Agreement to the besta utmost of this Defendant's knowledge or reme brance, fave that this Defendant promifed tog her a Kilderkin of Ale at Christmass. And the Defendants do severally deny that there was a other Agreement made with the Plaintiff or Wife, or any other on his or their behalf. A

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hele Defendants J. the younger, and J. H. do elieve that this Defendant J. H. was prefent at he faid Agreement, and that a Servant of the haintiff or his Wife was then also present. But hat his Name was or where he is or hath since welt these Desendants or either of them do not now, nor do they or either of them, each anher persons whatsoever, was then by or preat. And these Defendants do severally say nd hope to prove to the fatisfaction of a Jury, the Plaintiff shall think fit to fland a Trial at aw for the fame, That they did fully perform e faid Agreement, and the Plaintiff may be ell affured, that these Defendants shall not be le to recover Damages at Law for any more greater quantities of Grains than what they all make appear to be delivered to the Plaintiff his use. And this Desendant J. H. doth con-In That he as a Servant or Clerk to the other elendants, at their Brew-house at Spre-corner, on or about the One and thirtieth day of inh last receive of the Plaintiff, or his Order, Sum of Forty pounds, and on or about the tenty fixth day of June last, the further Sum Fifty pounds in part of what was due to the other Defendants for Grains delivered, and two feveral Acquittances for the faid Sums, which Acquittances this Defendant refers him-And all these Defendants, each answering trally, do deny that they or either of them any other to their or either of their use or to their feveral knowledge or belief, have ways had or received of the Plaintiff, or any by his order or for his use, any other nd the or Sums of Money whatfoever, for or to-W25 2 ff or Dd but

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but do believe and hope to prove to the fair faction of a Jury, That during the faid Ye they did deliver or cause to be delivered to Plaintiff or his order and use so many Quam of Grains as at Fourteen-pence the Quarter, I ing the rate agreed upon, came to One has dred fifty two pounds two shillings eleven pen half peny, out of which they are ready and w ling to deduct and discount the faid Sums Forty pounds and Fifry pounds received as alor faid, and then there remains due to them for the Plaintiff, the Sum of Sixty two pounds n shillings eleven pence half peny, as near as the can compute the same, which they have can to be demanded of the Plaintiff, but he he denied or neglected to pay the fame, but flead of honeftly paying for the faid Gra what remains justly due, as aforesaid, hath these Defendants are informed and doubt not prove, made feveral addresses to several of persons who have dealt with these Defenda and hath invited and perswaded them to it with him in a Bill in Chancery against these fendants, and the better to draw them then did boaff that he was a Solicitor, and was to Solicit and follow the Suit, and would con these Defendants for their own quiet, to m some considerable Abatements or Compositi or to that very effect; but not being able draw in any of them, they feverally decla to him, that they were really satisfied of the tegrity and just dealings of these Defendant, therefore would not commence any Suit 18 them, or to that effect, The Plaintiff hath ventured upon the Suit alone, and hath frequent ly threatned how long he can keep thele fendants in Chancery, and what he will co

hem to fpend, of which these Defendants humbly one this Court will take due confideration. And his Defendant J. H. faith, That he is no ways pocerned or interessed but as a Clerk to the her Defendants, aforefaid. Without that, that ny other matter or thing in the faid Complaiant's faid Bill of Complaint contained, material reffectual in the Law for these Defendants to emur and make Answer unto, and not herein hereby well and fufficiently demurred and anvered unto, confessed or avoided, traversed a denied, is true, to the knowledge of them ese Desendants. All which matters and things ey these Desendants are ready to aver, main-in and prove as this Honourable Court shall ward. And humbly pray to be hence difmiffed th their reasonable Costs and Charges in this half most wrongfully sustained.

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The Joint and feveral Pleas, Demurrers and fwers of T.P. Gentleman, S. D. Spinster, E. Widow, G. P. Gentleman, J. C. C. T. L. and W. F. Defendants to the Bill of Comple of H. D.

The Defendants Plead in Bar to part of the G plaimant's Bill to compel them to discover ! Titles, that the Complainant bath convent Premisses in question to another person who fended an Action in Ejectment brought h of the Defendants to the faid Lands. Andie ther part of the Bill, where by the Plaintiffe (hewing be was under Age at the time of the eles of Agreement, Demurs for that the fa void in Law, and cannot bind the Complant or bis Heirs.

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HE faid Defendants by Protestation confessing or acknowledging all of an the matters and things in the Complainant's of Complaint contained to be true, in such ner and form as the same are therein it and charged against these Defendants, I Defendants for Plea to so much of the Com nant's Bill as is to compel these Defendant forth and discover their respective Titles in to the Manor, Lands, Tenements and Here ments in the Bill of Complaint mentioned any part thereof, they fay, That the faid plainant hath feveral times within thefe Months last past, affirmed to the Defendant and to several other persons, as these Defer S. D. E. C. G. P. J. C. R. T. and W. F. have informed, and the faid T. P. doth now affirm, he hath fold and conveyed away unto J. Grays-Inn, in the County of Middlesex, Elg.

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fate, Title, Interest or Claim, of, in or to the Manors, Lands and Premisses in his now Bill Complaint mentioned. And the faid 7. F. h now also within the faid time very often imed to the faid T. P. and feveral other peris, that he had bought in and purchased of the w Complainant all his Estate, Interest, Title Claim in or to the faid Manor, Lands and Prefes now in variance. And thereupon this Demendant T.P. on behalf of himself and the other fendant S. D. did fall into a treaty with the 7. F. and the faid T. P. and feveral of their iends. And the faid Complainant did know of faid Reference, and gave encouragement to faid T.P. to treat and agree with the laid J. and did then also affirm, That he had nothing do with or laid any claim to the faid Manor Lands. And the faid J. F. in an Action of tipals and Ejectment, brought by this Defen-R.T. upon the supposed Demise of the Dedants J. C. and C. T. which was tried the last zes at W. did take upon him the detence of faid Action, did defend the same at the said accordingly. All which these Defendants iver, and are ready to prove the same as this nourable Court shall award; by reason wherehese Defendants are advised that the Commant having no Interest or Title of, in or to hid Manor, Lands and Premisses, but having tired the same unto the said J.F. as aforethey nor any of them are obliged or comble by the Rules and Practice of this Honour-Courreither to discover or set forth the paran of their or any of their Conveyances or ances, or the nature of them, or the manner ecution of them, or to fer forth their or of their Interest or Title of, in or to the said los, Lands, and Premisses, or any part thereof, Dd 2

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and therefore pray the Judgment of this Honor able Court, whether they shall make any further or other Answer to the faid Bill of Complaint this particular. And these Desendants fun fay, That by the Complainant's own shewing and by his faid Bill of Complaint, he was an fant under the age of one and twenty Year at his time of entring into the faid Articles Agreement, in his Bill of Complaint mentione with the faid Defendant T. P. and if so, the sam is voidable in Law, and ought not to be an ways binding or obliging to the Complainant And therefore, and for divers other apparent defects and imperfections in the li Bill of Complaint contained, these Defendant do demur in Law, and humbly demand the Jud ment of this Honourable Court, whether they any of them shall be compelled to make any in ther or other Answer in any particular touch his Infancy, or other than what herein herei followeth. And for Answer to such part of t Bill of Complaint as is not pleaded or demun unto, these Defendants say, and all of them and by themselves severally deny all and all ner of undue practice, confederacy or con tion whatfoever, one with another, or to or w the other persons in the said Bill of Complain named for Defendants, or any of them, or to with any other person or persons whatsever, defeat, defraud, or circumvent the faid Com nant, as in the faid Bill is scandalously preten or to any other intent or purpose whates And all these Defendants for themselves seres deny that they or any of them have or hathe ever had the faid pretended Deeds of Settlem or Intail in the Bill mentioned, or any or cu of them, or any other Deeds, Writings or b dences whatfoever, touching or concerning the nthe nt in nt in ng in n in

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anor, Lands and Premiffes, in the Bill menoned, or any part thereof which do any ways and to the making out or proof of any Title or merest of or for the Complainant in and to the ne, or any part thereof, nor do thefe Defenmts or any of them claim any Interest or Title or to the faid Manor, Lands and Premiffes, the Bill mentioned, or any part thereof, by, om or under the Complainant; nor did thefe efendants or any of them, by, from or under ny Title derived from the faid Complainant, mmence or profecute any Action of Trespass d Ejedment brought in the name of the faid efendant R. T. as Leffee or supposed Leffee of esaid 7. C. and C. T. which was tried at the last fizes at W. wherein the now Complainant did of enter into any Rule to defend the same, alough he knew thereof, as these Defendants T. and S. D. hope to prove to this Honourable oun; but the faid Mr. F. took upon him the ded several Deeds and Evidences at the said hal. And after Evidence given on both fides, Verdict therein passed for the said Defendant then Plaintiff in the said Action, for part of faid Manor and Lands now in variance, but the Defendants have as yet no benefits of the Verdict, but Execution thereof is stayed by Injunction of this Honourable Court, obtainby the faid J. F. in another Cause, wherein he Plaintiff against these Defendants and others. these Defendants T. P. and S. D. say, That hope to prove to this Honourable Court, the Bill of Complaint exhibited against the now Complainant is exhibited and this Suit secuted by and at the charge of the faid J. F. not by the Complainant, and that the faid uplainant hath so acknowledged, and that DdA

the faid J.F. hath unnecessarily and causes be hibited this Bill in the now Complainants' Name on purpose (as these Desendants believe) to reand trouble these Desendants, and to put them unnecessary Charges in the Law, of which the Desendants hope this Honourable Court wittake due consideration, and consider the same Costs to these Desendants. And therefore travel and say, Without that, that, Oc.

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 Bill dechapterend a Tale to the Mediner

Pleas and Demurrers.

the Defendants for their parts, to the Bill of Complaint of T. J. Gentleman, pretended furviving Executors of the last Will and Testament of R.C. deceased, Complainant.

tending a Title to the Lands in question, for a Term of Tears, doth not set forth the Lessons Team of Tears, doth not set forth the Lessons Teach, Seisin or Estate, and that claiming under a pretended Will, doth not show that he Will was proved before a competent Ordinary, and that Suing for mean Prosits, he doth not set forth. That the Desendant, or under him, entred on the Premisses. And that the Bill being to be relieved upon a pretended Lease for Tears, made by J. I. deceased, against a former Lease of Mortgage, he doth not set forth the certainty nor nature of the Mortgage, nor the Sum of Maney secured or he redeemed.

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HE faid Defendants by Protestation nor conconfessing or acknowledging any thing in said Bill of Complaint contained to be true, such fort, manner and form as in and by the Bill of Complaint, the same is set forth and siged, do say, as they are informed by their sucil, That the said Bill of Complaint and matters and things therein contained, are so main and insufficient in the Law, as that defendants are not bound by the Laws of land to make any Answer at all thereun-And namely and particularly for the causes wing. First, For that the Plaintiff by his

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Bill doth pretend a Title to the Messuage an Lands in the Bill mentioned, for a term for Year yet in being, from Sir E. F. Baronet deceased and yet doth not shew or set forth any Seife Title or Estate in the faid Sir E. F. to enable he to make the faid Leafe, but only alledgeth in netal Words, That the faid Sir E. was or pri tended himself to be seized in his Demesn as Fee, but doth not flew or fet forth of what Lan he was so seized, or whether he was seized the Lands in question or not, which he ough have done, as these Defendants are informed their Council. Secondly, The faid Plaintiff his Bill claims by and under a pretended Wil supposed to be made by the said R. C. where he fileth himself the surviving Executor, doth not show or fer forth by his faid Billy the faid Will was duly proved before the com tent Ordinary in that behalf, for that the doth not take notice of any other perfor only the Ordinary for proof of Wills, and Probate thereof before a Chanceller is no fufficient power to inable the Plaintiff to tain an Action or Suit thereupon, as these D dants are informed by their Council. Thin The Plaintiff by his Bill claims and fues lot Rents, Issues and Profits of the faid Meste Lands and Premisses, supposed to be had, no ved and taken by the Defendants for many I past, and yet the Plaintiff by all or any par his Bill doth not alledge, That he or the fed R. C. or any under him have entred into faid Messuage, Lands and Premisses, but me on the contrary it appears by the faid Bill, the faid Complainant or the faid C. have o intended or indeavoured to enter into the Messuage, Lands and Premisses, but did not ter, to that until entry and disturbance thereup

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e Plaintiff hath no cause in Equity to question Defendants for the Renes, Lifues and Profits the Premisses, or to molest or trouble the Dedants by this Suit, as they are informed by ir Council. Fourthly, The Scope of the bintiff's Bill, by his own shewing, is to be rered upon a pretended Leafe for twenty and e Years, supposed to be made by E. F. deceaagainst a former Lease made by the said Sir I to M. K. in the Bill named, which the intiff alledgeth to be a Mortgage, or other curity for a great Sum of Money, but the faid intiff doth not shew or fet forth the certainty or mre of the faid Mortgage, nor for what Sum Money the Lands were fo Mortgaged or Sered, or to be Redeemed, nor that the faid R. C. dany Liberty, Power or Authority granted unto by the faid Sir E.F. the Mortgagor, to redeem Premisses from the faid M. K. nor was or is privity of Contract between the faid A.C. he faid M. K. or between the Plaintiff and the M.K. or the now Defendant. Rifthly, In who faid Sir E. F. did make any Mortgage of faid Lands and Premisses to the faid M.K. and fuch liberty and power of redeeming, as is fer by the faid Bill, and that afterwards he the faid pretended Leafe of one and twen-Years, to the faid R. C. as is likewife fet by the faid Plaintiff's Bill, the Defendants by That thereby the faid B. F. did deftroy etermine the faid liberty and power of repion, and that had he been living he could y any Legal or Judicial proceedings, either law or Equity, have been inabled to redeem same, for that by the making of the faid feor latter Leafe to the faid R.C. he had exwhed and determined his liberty and power demption, as these Desendants are informed

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by their Council: For all which causes, and may other insufficiences and impersections appears in the Plaintiff's Bill the Desendants by and a der the savour of this Honourable Court do mur in Law unto and upon the said Bill of Couplaint, and therein do humbly demand the sument of this Honourable Court. All which ment of this Honourable Court. All which ment of this Honourable Court said and prove, as this Honourable Court shall award, and pray to be hen dismissed with their reasonable Costs and Chirgherein wrongfully sustained.

The several Demurrer of the Right Honourski Earl of M. one of the Defendants to the Bill Complaint of J.C. Complainant.

HE faid Defendant by Protestation no knowledging or confesting all or any the matters or things in the faid Bill of Comp contained to be true, in fuch manner and as the fame are therein and thereby fet forth alledged faith, He is advised by his Co That there is no matter or thing in the fail contained, good and fufficient in Law, what to call this Defendant in question in this How able Court for the fame, but that there's cause of Demurrer thereunto, for that it ap of the Complainants own shewing, in a his faid Bill, That the Scope and end them for the Complainant, as being Administration the Goods and Chattels of R. C deceased his Will annexed, unadministred by his E tors therein named, to be relieved touch Leafe or Term of one and twenty Years Melfuage and certain Lands in the Bill ment supposed to be demised by Sir E. F. unto the man aria Con Inter

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C. deceased, by Indenture bearing date the first y of June, in the feventeenth Year of the Reign King Charles the first, for fuch Term, as afored to commence from and immediately after decease of one E. M. in the Bill named, then enant in possession of the Premisses, and to arge the Lands with Four hundred pounds and terest, alledged to have been the consideration id for the faid Term, or to be answered out of Lands and the Profits for one and twenty ears. To which faid feveral matters and all her the things in the faid Bill contained, this efendant doth Demur, and for cause of Deurrer sheweth, That it appeareth of the Comainant's own shewing, that the said E. M. died or about the Year, One thousand fix hundred my eight, and that the faid Term or Leafe for enty one Years, touching which he feeks ref, expired, in or about the Year, One thound fix hundred fixty nine, and therefore inafid as the Land was not, nor is not any way ugable with, or liable unto the Plaintiff's dends, either in Law or Equity, after the expion of the faid Leafe; nor is the Defendant, ought appears by the Bill, any ways answerotaccountable in Equity, for any profits of Premisses, taken during the said Term of mty one Years, and therefore it is reasonable presume. That the said Lease was surrendred delivered up to the Executors of the faid R. C. pearing of the Complainants own shewing. t the same long since came to the Hands of Fand A.F. in the Bill named, or one of them, then claimed to have an Estate and Interest e faid Lands and Premisses, and entred and the Profits thereof a And forasmuch as a and of this nature, especially after so great a th of time, as aforefaid, ought not to be countecountenanced in this Honourable Coun; A the faid Bill containing in it no Equity again this Defendant: This Defendant therefore for the faid Causes, and for several other deseas manifest impersections of the said Bill of Complaint, doth Demur in Law to the said Bill Complaint, and abides by the Judgment of the Honourable Court, whether he shall be inforce to make any other or further Answer thereum and prays to be hence dismissed with his reason ble Costs and Charges in this behalf wrongful sustained.

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The Answer and Plea of J.S. of London, Much to the Bill of Complaint of J. W. Esg; Complaint,

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THE faid Defendant faving to himfelf benefit of Exception to the incertaintie infufficiences of the faid Bill, as is not here ter pleaded unto, he answereth and faith, I true it is, the Complainant did about the ti the Bill for that purpose mentioned, fend this fendant a Release, but this Defendant dothy tively deny, that he this Defendant did by indirect ways and means whatfoever get the Release into his Hands, or that this Defer did take any advantage of the faid Defer diffressed Condition, or that he did or don't bine with any person or persons whatsom, tending to defraud and deceive the Co nant's Creditors of any Sum or Sums of Mo pretended to be due to the Complainant this Defendant faith, That he confesseth that hath and still doth refuse to pay unto the Q plain 18,

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sinant or his Creditors, the Sums by the faid Il demanded, as he hath good reason so to do. that about the time when the faid Complaint fent the faid Defendant the faid Releafe. are was very little due unto the faid Complaint, according to the best of this Defendants membrance and belief. And this Defendant furer faith, That he this Defendant was a very est friend to the faid Complainant, and at that e did fland actually bound for him the faid mplainant in the Sum of Ten thousand pounds the Warden of the Fleet, for his the faid Cominants returning back to the Fleet, and that by ans thereof the faid Complainant had his liberin order to the getting in of his Debts, and the faid Complainant did not make any deand at the time when he fent this Defendant the general Release, of any Sum or Sums of oney, and hath rested ever since without bringany Bill or Action against this Defendant, if the time of exhibiting the said Bill, and refere this Defendant believes the faid Commant did not at the time when he fent this Dedint the faid Release, intend ever to infift upthe Ballance of the Account that was between . And this Defendant for Plea unto that part he faid Bill which prays an Account and Reagainst this Defendant upon the same, faith, the faid Complainant by a writing under his and Seal, bearing date the twentieth day Jane, One thousand fix hundred fixty one, for himself, his Executors, Administrators Affigns, acquitted and discharged this Defenons, of and from all Bills, Bonds, Debrs, Reings and Accounts whatfoever, from the beg of the World to the day of the date not; to the executing which faid Release, there Pleanant Donntrous

there are three perions named as Witnesse, (a. L. P. W. and A. R. And therefore this Dedant doth plead the faid Release in bar to Complainan's demand by his faid Bill, and his bly demands the Judgment of this Honour Court, whether he shall be compelled to many further or other Answer.

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The joint and feveral Pleas and Demurrenof
S. and J. H. two of the Defendants to p
and their joint and feveral Answers to the
fidue of the Bill of Complaint of W. M. Co
plainant.

The Defendants plead a Verdiet to part of the plainant's Bill, and Demurs to the other pm, that there is no ground or foundation of Equity the Complainant to make a Decree, and the they were suprised at the Trial at the Complain, they ought to move for redress in the Court. And for that A. Wife of J. H. at the Lessors is not made a Party.

Confessing or acknowledging all or any the matters or things in the Bill mentioned to true, in such manner and form as the same therein and thereby set forth, for Picathey ly and severally say, That the Complainant a about the twelsth day of May last, did Embis Bill of Complaint into this Honourable Courgainst these Desendants, and against A the Wife of this Desendant J. H. thereby setting his the Complainants pretended Title to the suage or Tenement, Stable and Premisses in

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ame cy jo nt de mentioned, by and under the Will of W. W. the Bill named, which Will the Complainant thereby fet forth to be remaining in the Pregative Court, and in fuch other manner as in Complainant's now Bill is fet forth, and comsining that thefe Defendants and the faid A, the ife of the Defendant J. H. intending to difinrit the Complainant, did pretend Title to the mement, Stable and Out-rooms therein mentied in the Complainant's possession, and that ey were not the fame Premisses devised by the imesses to prove the same, or that they were my ancient, whereby they could not live long, ele Defendants had difturbed the Complainant's fession. And that this Defendant J. S. gave that he intended to enter on the Premisses, to commence Suits for recovery thereof, but filed to discover his Title, And for that the imesses to the Will, and who could prove the omplainant's Title and the enjoyment, and that eHouses claimed by these Defendants to be by ame devised, were very ancient and infirm, in case they should die before they were exined, the Complainant might be prejudiced; refore that the Defendant J.S. might discover Title and under whom he claims, and by in Deeds, and what he knew or had heard. ching the faid Will and the faid Tenement, ble and Out-rooms thereby devised, and whethey were not the same that were devised, might answer all other the Premisses, and the Complainant's Witnesses might be exaned in this Court for the preservation of their dimonies, and that the Complainant and his is might have the use and benefit thereof, and the might have an Answer and discovery and relieved in the Premisses, was the Scope of that

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that Bill. Whereune this Defendant 7.5. foon after put in his Answer, and did thereby forth the truth of his knowledge, and of wh he had heard, as to the faid Will of the faid W. And as to the Complainant's Title to the T nements devised, that the Complainant then he and enjoyed the fame, which was all that w devised by the said Will to the said S. and his Wil as this Defendant conceived. But as to the n Messuages or Tenements in the Bill mention lately built on certain ground near thereunto, G. H. who was Leffee for years under the De dant 7. S. did thereby fet forth, That the two Meffuages with the Stable and Ground whe on the faid two Messuages were built, then w not nor ever were parcel of the Tenement, ble and Premisses, devised by the said W.W. the faid S. and his Wife, but were part of of Tenements, Ground and Possessions of the W.W. and which were by him devised to N in the Bill named, and his Heirs, from and un whom the Defendant J. S. had and claimed T (amongst other things) to the said two Met ges and Stable. He this Defendant 7. 8. those under whom he claimed, having ever s the death of the faid W.W. until about two Months then before, quietly enjoyed the faid ble and the faid two Houses and the Gro whereon the same were built by the said and constantly had or received the Rent the And this Defendant J. S. did thereby farther forth, That he did not know or believe, or heard but then lately by the Complainant and Agents, that the two Houses and Stable, or part thereof were ever the same or part of, 0 longing to the Messuage devised to the is and his Wife, or to that effect, wherein the plainant hath examined several Witnesses, &

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the faid Bill, Answer and Depositions remaining as of Record in this Court, it doth and may appear. And these Defendants further aver and fay, That N.W. the Son of the faid N. the Devilee! for a valuable Consideration, having well conveyed, as these Desendants are advised, the said Stable and the Ground and Place whereon the faid two Houses are Built, amongst other things, and without any Exception, to T. S. deceased and his Heirs, near forry Years fince, under whom this Defendant J. S. claims the same. And this Defendant 7. S. and those under whom he claims, having been in possession, and received the Profits of the Ground or Place whereon the hid two Houses now stand, he this Defendant 7. s did demise the same by Lease to the said G. H. for a term of Years yet enduring, at a yearly Rent, who entred thereinto, and erected the faid wo Messuages and Tenements at his own Costs, and afterwards for a good and valuable confidemion, assigned the same to this Defendant 7. H. and to the faid A. his Wife, who received the Rents and Profits thereof till within these two Years last past, when the Complainant got into he possession thereof; by virtue of which said case and Assignment this Defendant J. H. and be faid A. his Wife, are, as these Defendants are brifed, well intituled to the faid two Houses or lenements during the faid term, the Reversion Inheritance thereof being in the Defendant 7. And this Defendant J. H. and the faid A. his life being Purchasers thereof, and the Complaiant having gotten into possession, as aforesaid, ey in or about Easter Term last past, brought Action of Trespass and Ejectment, in his Madies Court of King's Bench at Westminster against Complainant, in the name of O. E. their Be 2

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Leffee, for the recovery of the Poffession thereof. whereunto the Complainant having appeared and pleaded, the fame came to be tried at the laft AL fizes for the County of Surry, before Mr. Juffice Twisden, at which time the Complainant's Council informing the Judge that it would be a long Cause, it was put off on their motion, to be tried the last Cause at that Assizes, and a time appoint ed by the Judge for the trial thereof, which came on accordingly in the prefence of the Complain nant's Council and Witnesses, who were fully heard, And this Defendant J. H. and the faid his Wife having produced and proved the Dea of Purchase, and proved a good Title to the fit two Houses, by and under the said Lease made by this Defendant 7. S. who, and those under whom he claimed, having had near forty Year possession fince the said Purchase, from the said last mentioned N. W. and thereupon, and upo producing the Registry of the faid Will, which by reason of the length of time was admitted t be good Evidence: This Defendant J. Han his Wife's Lessee in the Ejectment, obtained Verdict against the Complainant for the said to Houses or Tenements, which was all that the declared for, as by the Proceedings thereof n maining of Record in the faid Court of In Bench, it doth and may more fully appear. A which matters these Defendants do plead in b to the Complainant's faid Bill of Complaint, 4 to the discovery and relief thereby prayed. A these Defendants do also demur to so much of faid Bill as is not herein after answered. And cause of Demurrer say, That the Complainan Bill contains not any ground or foundation of quity wherein this Honourable Court can or m afford the Complainant any Decree, or relief again

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gainst these Defendants, as they are advised, for that the matters therein fet forth, are meerly tryable by a Jury, at and by the Common Law of his Kingdom, and may and ought to be there offered and given in Evidence, and ought not to be drawn unto any further examination into this Court, especially in regard the faid former Bill and Proceedings are still depending, whereon the Complainant hath had or may have fuch discovery, and fuch aid and affiftance as to the examination of his Witnesses, as he prayed, or is usually afforded or can be afforded, as these Defendants are advised. And also for that in case the Allegations of the Complainant's Bill were true, hat the Complainant could not produce his Witnesses at the said Trial, which with his Council were then absent, whereby he was surprized as is retended, the Complainant may and ought to make his application to the faid Court, where the aid Action was brought, for a new Trial, or for such other direction or rule therein as they shall hink fir, who are the proper Judges thereof, or elle the Complainant may bring such Action or Actions at Law for the recovery thereof, if he are any Title, as he shall be advised. And or that the faid A. the Wife of the Defendant f. H. who is one of the Lessors, and is a joint Conant with this Defendant her Husband, is not ade a party to the faid Bill. And therefore, and for he reasons in the Plea set forth, these Defendants Demur in Law to the faid Bill, and humbly emand the Judgment of this Honourable Court, thether they shall be compelled to answer of much of the faid Bill; but for Answer to the though thereof, they these Desendants do jointly ad severally deny all manner of fraud, practice, ambination or confederacy whatfoever, by the Bill Ee 2

Bill laid to their Charges, or otherwise howforen, And humbly pray to be hence dismissed with their Costs and Charges in this behalf most wrongfully sustained.

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The Demurrer of Sir M. N. Baronet, one of the Defendants to the Bill of Complaint of Sir R. J. R. and W. R. Complainants.

The Plaintiffs, Executors of K. N. Exhibiting the Bill for Arrears of an Annuity due to the Teffatt at ber death, and to have the Defendants Si A.N. and L. N. pay it with Damages and Cells alledging that Sir A. N. gave Bond or Covenant K.N. in her Life-time for 180 1. Arrears of the A nuity, which is come to the Defendant Sir A's bad and detained by him, and that afterwards Sp. Exhibited bis Bill against the Testatrix, the wiving Executor of Sir J. N. and L. N. to her lieved against the Rent and Arrears, and to plan the same on the Executor and L. N. The Dea dant Sir A. N. Demurs, and for cause the faith, That the Bill contains no Equity to grow any Decree upon, not only for that the Plaining of their own hewing have the Grant which cred the Rent-charge, and nothing hinders them for Juing at Law. And for that the Complaint bave not made the usual Oath, That there! fuch Bond or Covenant, and that they know! what is become of the same; but also for the doth not appear by the Bill, that the Court me any Decree against the Defendant for the Ann or Arrears, or that any Decree was for the bent of K. N.

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THIS Defendant by Protestation not confesfing or acknowledging all or any of the natters or things in the faid Bill of Complaint ontained to be true in fuch manner and form as herein and thereby they are alledged, faith, That he main end and scope thereof being to have the Arrears of the Thirty pounds per Ann. Rent-charge hereby alledged to be due unto K. N. therein amed, at her Death, paid unto them by this Defendant and L. N. the other Defendant, with amages and Costs, and for that purpose alledge, that by the Grant of the faid pretended Rentharge, alledged to be in their custody, and to ear date the twelfth day of January, One thouand fix hundred fifty two, the whole Estate of he faid Sir 7. N. faid to be Two thousand pounds of Ann. and upward, and the whole Estate of this Defendant his Son and Heir, worth Five hunled pounds per Ann. was liable by diffress to satisthe same to W. N. deceased therein named, is Executors, Administrators and Assigns, for incry nine Years, if he and the faid K. or either them should so long live. And the said Bill oth further set forth, That in or about the Year One thousand fix hundred and seventy, the faid it 7. conveyed part of his faid Lands to the Deendant L. chargeable with ten pounds per Ann. the faid Rent-charge, payable to the faid K. the the Bill alledgeth was then intituled by the levife of, and as Executrix to the faid W. to the hole Rent-charge for the residue of the said ferm, determinable with her own death, and kewise alledge, That the said Rent being in frear ever fince the Year one thousand fix hunred seventy five, That the said Sir F. died, leaing a personal Estate come to the hands of his Executors W. N. his Son and J. N. his Grandson, Ee 4

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more than fufficient to pay his Debts, and leaving Two thousand pounds per Ann. and upwards in Lands, Tenements and Hereditaments to con to the Defendant his Son and Heir And the afterwards the faid L. and this Defendant fuffer. ing the faid Rent to run One hundred and four score pounds, and upwards in Arrear, this Defen dant gave his Bond, Covenant or Agreement in Writing as a further Security for those Artean payable to the faid K. her Executors or Admini strators, which they alledge is to come to the hands of this Defendant, and to be detained by him from them, and that afterwards this Defendant defigning to defraud her of her Arran exhibited a Bill in this Court, against her and W. N. the furviving Executor of Sir J. and L.N. to be relieved against the faid Rent and Arren and feeking to place the fame on the faid W.m L. upon the Allegations in the Complainant's li Bill fer forth, and on the 11th day of June, the Thirty fifth year of the Reign of our Sovereign Lord King Charles the Second, the Cause being heard, L. N. was decreed to pay, free and de charge this Defendant, against ten pounds per de therefore our of the Lands fetled on him by Sir ? to that end. And that this Defendant should chargable with no more than twenty pounds Ann. therefore from Sir J's death to the end the term. And that afterwards about April, Of thousand six hundred eighty four, the said K. di having Two hundred and feventy pounds and ward, due and in Arrears to her, besides out having first, as pretended, made her last will and the Rlaintiff Executor, which they alledge is proved by one, with liberty for the rest to com in and prove, and that by virtue of the Willthe were intituled to the Arrears, and had demande them, which the Defendants refuse to pay, of pretend 2.5 2 2

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tence that K. had no right or title, or that if the a right, she released it shortly before her death. elfe that she received these Arrears, or a great thereof, and that there was not Two hunand feventy pounds due at her death. ch Bill and all the discovery and relief thereprayed as against him this Defendant, he this endant doth Demur in Law, and for cause of nurrer faith, That the same contains not any iry to ground any Decree upon, or to gain such discovery or relief, as thereby prayed; only for that the faid Complainants of their hewing, have the Grant which created the pretended Rent-charge, and there is nothing aged by the faid Bill that hinders their fuing and recovering their pretended Arrears by Common Law. And for that the faid Commants nor either of them have made the usual h, That there was fuch Bond, Covenant or ement in Writing made or given by this Dean to the purpose for the end in the Bill ged, nor that they nor either of them have now what is become of the fame, and annexhat Oath to their Bill, or filed it in this Court, also for that it doth not appear by the laid that this Court made any Decree against Defendant for the faid Annuity, or the an thereof, or any Decree for the benethe faid K. N. nor is the furviving Executor he faid Sir J. made a party to the Complaiis faid Bill, who alone appears, by the Plainown shewing, to be accountable to the faid plainant for all fuch Monies, as incurred and due in the faid Sir J's life-time; nor doth any thing to the contrary appear, than that Defendant was any other than a bare Surery or f. and had not any confideration for joynin the said presended Grant with his said

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Father, nor for entring into any Bond, Core or Agreement relating to the faid Rent, in any fuch there be. Therefore, and for man ther Errors, defects and imperiections in the Bill contained, this Defendant doth abide in and doth demand the Judgment of this Hono ble Court, whether he shall be compelled make any other or further Answer to the Bill, and prays to be diffmissed with his Costs.

Geo. Hutchin.

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The Demurrer, Plea and Answer of E. N. on of Defendants to the Bill of Complaint of T.R. and W. R. Complainants.

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HE faid Defendant by Protestation no feffing or acknowledging all or any he ters or things in the faid Bill of Complaint tained to be true, in fuch fort, manner and as therein and thereby they are fet forth, That the Scope of the Bill being to be rel for, and to have and receive from the Defen therein named, the Sum of Two hundred pounds per Ann. Annuity, thereby pretends be due unto them, as Executors of K.M. whom it is pretended, That Sir J. N. Fat this Defendant's late Husband Sir A. N. dia ther with the faid Sir A. by Indenture date twelfth of January, One thousand fix in fifty three, give, convey, fet over, gun confirm the fame Annuity unto W. N. Hu of the faid K. N. to hold to him his Executor Affigns, from the four and twentieth day of then next following, for and during the full of ninety nine Years, if the faid W. and

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of them lived to long, payable Quarterly leviable by Diffress on any of the Lands of aid Sir F. or of the faid Sir A. at the choice election of him the faid W. and his Affigors, are further affurance, which Rent it is preed was paid by the faid Sir J. unto the faid until his death, and alterwards continued paid by him the faid Sir 7. unto the faid K. the Year one thousand fix hundred feventy that the faid Sir J. died, leaving his Estate ged to be about Two thousand pounds per setled by himself and the said Sir A. upon fees, for payment of his and the faid Sir As s, and all Annuities and Incumbrances whatr, created by them and by subsequent Agrees and Deeds pretended to be contrived ben the faid Sir A. and the Trustees with the mants named in the Bill, are alledged to charged to pay. And that afterwards when and Annuity was One hundred and eighty in Arrears, the faid Sir A. was Arrested, s the Plaintiffs had heard and believed, gave Bond, Engagement, Covenant or Agreein Writing, left in the Hands of Mr. F. the Is Attorney, or of his Servant, Clerk, or other, for the said K's use, as a further Se-for the payment of the same. But that the I being dead, it is pretended the Plaintiffs not what is become of it, but had heard elieved that the faid Sir A. or some one on half, or with his privity had got and canmade void or concealed the same; And terwards in or about the Year one thousand undred and eighty, the faid Sir A. Exhibited ill into this Honourable Court, against the N. the Defendant L. N. on whom, as was by alledged, the said Sir F. had setled Lands y ten pounds per Ann. of the faid Annuity, and

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and also against the Defendant W. N. and 7. N. fince dead, the faid Sir F's Executors, others, to be relieved against and to subject faid Sir 7. to the payment of the faid Rents a Arrears, forasmuch as the faid Sir A. did there alledge himself to be no other than as a Sun for the faid Sir 3. and that he had the faid Sir promise for his indemnity. But that upon hearing the eleventh day of June, in the five thirtieth Year of King Charles the Second, the A. was relieved against no more than pounds per Ann. of the faid Annuity, ever fi the faid Sir 7's death, which thereby the De dant L. was decreed to pay and free and disch the faid Sir A. thereof, this Court declaring was alledged by the faid now Plaintiff's Bill, the faid Sir A. should be charged with no gre a proportion than twenty pounds per Am. fince the faid Sir F's death. And the faid ! Plaintiff's Bill further alledging, That afterw in the Year one thousand fix hundred eighty f the faid K. died, whereby the further paymen the faid Annuity ceased, and that then there due the Sum demanded by the Plaintiff's Bill, Arrers, belides Costs, which by the same Bill faid Plaintiffs feek to have with damages, as wife the benefit of the faid Decree, made in faid Sir As faid Cause. To so much of w faid Bill as is not herein after pleaded and fwered, this Defendant Demurs in Law, and cause of Demurrer shews, That if the Decree forth in the Complainant's faid Bill be for the faid K. could recover any thing upon ag this Defendant, the faid Complainants ough have fought their recovery on the fame by facias, and no other course, they claiming in vity as her Executors, but if thereon they of not recover that way, this Defendant for fur do

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fe of Demurrer sheweth, That the faid Commants ought to do it by Law, or no other way, much as it doth not appear, That the Conration for the faid Grant was any other than ural Love and Affection, or something else. valuable, which is in no case ever aided or fled by this Court, nor ought the faid Commants to have any Answer or discovery to that tof their Bill which feeks to know whether ne was any fuch Grant of the faid Annuity Bond, Ingagement, Covenant or Agreement Writing, for fecuring any Arrears thereof, as the faid Bill alledged, or what is become he fame, for that the faid Complainants have made the usual Oath, That there was any Grant, Bond, Ingagement, Covenant or Aement in Writing, and that they nor either of m had the fame, nor knew what was become reof, unless the said Defendants or some of mhad the same, or some or one of those Seitis, and annexed that their Oath to their , or filed the same in the Office for filing Afwis in this Court, which is not done; There-, and for that though it appears of the Plainlownshewing, in and by their said Bill, That M one of the faid Sir J's Executors is dead, that A.N. his Relict is Executrix, but is not t a Defendant, who or one of whom, may e paid or otherwise discharged the Arrears of aid Annuity claimed by the faid Complaiis, and by Answer might have set forth as th, which would have been a good discharge this Defendant : This Defendant doth thereabide in Law, and demands the Judgment his Honourable Court, whether he shall be pelled to give any Answer to so much of the Bill as is not herein after pleaded and answerunto. And to the reft of the faid Bill not herein

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before demurred and herein after answered this Defendant pleads and for Plea faith, The faid Sir 7. N. having power to charge his Estate with Four thousand pounds, and to di of the Fee of two Tenements called kee Shute, worth One hundred and twenty po per Ann. at least, did by Deed indented, und Hand and Seal of the faid Sir J. N. bearing the thirteenth Day of Odober, in the one twentieth Year of the Reign of his late Ma King Charles the Second, made or mentions be made, between himself of the one part bert Fortescue, Esq; deceased, John Hale, Esq. Northcot, Esq; John Quick, Esq; Georg Gentleman, and the Plaintiff John Row of other part, declared among other things The faid Four thousand pounds, and the sid Tenements called Row and Shute should be ject to the payment of all his Debts inge whereof (if that which the faid Complaint their said Bill claim, be a just Debt) the sa the faid Sir J's and none elfe, and comes in that Truft; for this Defendant doth aver an lieve. That the faid Sir A. never had any deration, directly or indirectly for joyning his said Father for securing of the same of part thereof. And for further Plea faith, faid Sir 7. did afterwards on his last Will Testament, recite his power as touchin faid Four thousand pounds, and appoint the same should be paid to his Executors, Grandson and W. his Son, and subject to his and gives the Fee of his faid two Tenent his faid Grandson J. who being dead the Tenements did discend unto and upon A.N. as Brother and Heir of the faid J. who fince dead without iffue, and J. N. of his Heir, and one of the Trustees in the be

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fore recited. And the faid Defendant W. N. Executrix of the faid A. and A. N. is Executrix the faid F. N. one of the faid Sir J. N's ecutors, and Devilee of the Inheritance of faid two Tenements, neither the faid F. the Heir of A. and J. the Device, nor faid A. the faid J. the Devilees Executrix, nor faid W. quatenus Devisee of the faid two Teneents, by the faid A's faid Will were made Dedants, who might have paid the faid Arrears imed by the Plaintiffs, or otherwise be releaor discharged of the same. All which matso before pleaded, this Defendant avers are ; And to the rest this Defendant for Answer h, and denyeth that she knows or believes that faid Sir A. did ever hold any of the Estate of faid Sir 7. upon any trust to pay his the faid Ts Debts, or any of them. And laftly, denies combination by the faid Bill laid to her charge, confesseth that the said Sir A. N. is dead and the this Defendant is his Executrix, and that I.N. in the Bill named, is Heir of the faid Sir Without that, that any other matter or thing the Complainant's Bill alledged material or dual in the Law to make Answer unto, and herein or hereby sufficiently answered unto. fessed, avoided, traversed or denied, pleador demurred unto, is true. All which the this endant is ready to aver, maintain and prove his Honourable Court shall award, and humprays to be hence dismissed with her Costs in behalf fuftained.

lat Responsio & boc placitum capt. fuer. per Satramentum Defendentis super Sacrosancta Evangelia. Et bec moraco. dicta Defendentis capta fuit sine Sacramento apud Kingsmupton in Com. Devon, tertio die Maij, Anno Regni Domini & Domina

Domina Willielmi & Maria, nune Regio Regina, Anliga,&c. Secundo, coram nobii Ca missionar. virtute Com. dia. Domini & Domini Regis & Regina, nobis & al. direct.

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The Defendant Demurs, for that the Complainant Bill was dated and filed the twentieth of November last, and directed to Anthony Earl of Shafe bury, Lord Chancellor, &c. At which time a some days before Sir Heneage Finch was appared Lord Keeper, and being so filed and directed, a Exhibited coram non Judice.

Devilee: Besonedays

THE Defendant not confessing or acknow ledging the Complainant's Bill of Complain or any the matters therein contained to be the in fuch manner and form as they are therein forth; for Demurrer thereunto faith, That Complainant's faid Bill by the Record then appeareth to be dated and filed on the twent day of November last past, and is directed, the Right Honourable Anthony Earl of Shafted Lord Chancellor of England. And the Comp nant in and by the faid Bill doth pray, That Defendant may frand to and abide fuch Or and Decree in the Premisses as to his faid L thip shall seem meet. For which cause the De dant doth Demur in Law to the faid Bill, in gard that at the day and time on which the Bill bears date, and some days before, the Ri Honourable Sir Heneage Finch Knight and B net, was by his Majesty that now is, and ba fuch date of the faid Bill appointed Lord Kee of the Great Seal of England, and thereby

wer and Authority of the faid Anthony Earl Shafisbury, as Lord Chappell Anthony cease and determine, so that the Complaint's Bill, as being directed to his faid Lordship, s fo filed and exhibited coram non Judice, and Lordship had then no Power or Authority to d Plea or take any Judicial Cognizance of any in this Honourable Court, for which cause, for other defects in the laid Bill appearing, Defendant humbly demands the Judgment of Honourable Court, whether he shall make Answer to the said Bill. And humbly prays be dismissed, orc. interest after which are

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Defendant Answers to part, and Demurs to the ther part of the Complainant's Bill brought against im for Fee, being under ten pounds, and therefore meath the Dignity of the Court to take Cognizance

LL Advantages of Exception to the incertainties and infufficiences of the faid Bill of plaint to this Defendant now and at all times ulter, being faved and referved; for answer omuch as this Defendant is advised is material his Defendant to make Answer unto, this Deant answereth and saith, That by the untrue uations and fuggestions of the Complainant, perswaded this Defendant that this Desendant agood Title to a confiderable personal Ewhich was late one J. T's by the Will of aid J. J. lately deceased. And further the plainant then told this Defendant that if this ident would imploy this Complainant as his on Clerk, that he would engage the Defenshould recover a very considerable Sum of ey, which perswasions and affurances this Ff Defen-

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Defendant giving belief to, did employ this plainant as his Clerk in Court, and did pro the faid Complainant to pay him all fuch Feet should be due to the faid Complainant, and all fuch Sums of Money as the Complim should expend on this Defendant's Account the faid Cause, after which the Complainant direct and bring a Bill in this Honourable Co in the name and on the behalf of this Defend as in the Complainant's Bill of Complaint forth against the Persons mentioned in the Bill. To which the faid Parties put in their fwers, after which this Defendant was advid move to have the faid Bill dismift with two shillings Costs, which by Order of this Hono ble Court was ordered to be dimiffed accordi so that this Defendant had no other advantage the faid Suit, than to spend his Money and And this Defendant further faith, That from to time this Defendant did pay to the faid plainant all Sums of Money that the Comp ant did expend in the profecuting the faid S well as all the Fees that were demanded due to the Complainant, and the Complainant fo far from expending his own Money, or his any due to him in profecuting the Cault, this Defendant at the request and intreaty of Complainant was forced at some times to Complainant have Money beforehand to cute the faid Suit, the Complainant, as the fendant believes, not being able to defra Charges with his own Money, fo that this dant verily believes that he paid the fid plainant more than upon a just Account appear to be due to him; yet neverthele faid Complainant to vex, trouble and p charges this Defendant, did bring an Adi the Sheriff's Court in London, for 12 1. 25 de

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s Fees and Expenses in the faid Safe Towhich be Defendant appeared, and the faid Complaiant was non-fuited. And this Defendant denies at he ever promised the Sum of One hundred ounds, or any other Sum for a Gratuity, as in e Bill is fet forth; nevertheles, fince the faid yments, as aforefaid, this Defendant did rewe a Bill or Note from the Complainant, which d Note or Bill is under the Hand of the faid omplainant, by which he demands 61. 24. 4 d. due to him for Fees and Expences in the faid que, under which faid Note or Bill is a Memoalum that the Complainant had received the m of 11. 0 s. 6 d. So that upon the Ballance ere remained to the faid Complainant of the i precended demand, but , k 2 s. a Copy of ich Bill is annexed to this Defendant's Aniwer, hich the faid Defendant prays may be taken as n of his Answer, the Bill or Note being in this Defendant's custody, and ready to be produ-Now for that the Complainant by the laid of Complaint here demanded the Sum of. 13: 10 d. or thereabouts to be due to him his Bills delivered to this Defendant And for thy the Bill it may and will appear, that the uplaint's demands were but 6 1. 2 5. 4 d. and part thereof is fatisfied, as by the faid Bill and but 5 l. 2 s. for which reasons this Defendant h demur to the faid Bill, for that by the Com-2 s. which being a Caufe of fo fmall a value confequence it is beneath the Dignity of this courable Court to take any Cognizance theretherefore for the reasons aforesaid, this Deunt doth demur, and humbly prays to be ce dismissed with his full costs and charges, 25 du denies all manner of combination in the Bill charged . E e 2

charged, without that, that any other matter of thing in the Complainant's faid Bill of Complaint contained, Co.

The Defendant Demurs to the Complainant's Bill of Review, for that no Bill of Review ought to be a mitted to alter a Decree for Errors in Law appears in the Body of the Decree, as it is drawn up and a rolled, or of new matters arising after the Decree, of such matter of which the Complainant cal have notice at the time of the Decree. And see the following after the Decree of Bill of Review for assigning Errors in the Dead being for decreeing for the Defendant against the latisf's own Bill, and pretending Abatement of Se before the Decree past, are only formal Except and for the pretence of miscasting, that, if my it may be amended by motion.

HIS Defendant by protestation not con fing or acknowledging all or any of matters and things in the faid Bill of Review a tained, other than what is contained in the cree upon Record, which the Bill feeks tol verle, to be true in fuch manner and format same are thereby set forth and alledged, in That by the constant Rules of this Court, no of Review ought to be admitted to alter or cha matters decreed, either for Error in Law app ing in the Body of the Decree as tis drawn and inrolled, or for new matters arisen since Decree, or such matter of which the Comp nant in the Bill of Review could have notice the time of the Decree or decretal Order. therefore and for that the matters affigned by Bill for cause of Reversal of the said Decree, neither any Error in Law apparent in the bod

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be Decree, nor any fuch new matters, as aforeaid, but are only a presence of misjudging in matter of form only, and not in point of Right. and for that the pretence of the Bill for the derecing for a Defendant against a Complainant his own Bill, and the pretence of the Abarement of the Suit before the Decree past, are only exceptions of formality, and for that the other retended Error in milcasting, if any such be, is mendable by a motion, and for that the Bill of leview contains in it no Equity, this Defendant oth demur in Law thereunto, and humbly insupon it, that the faid Decree ought not for my the Causes aforefaid assigned by the Bill, to erevived or reverted, being, for ought appears bereby, well grounded. And humbly demands le Judgment of this Honourable Court, whether half be compelled to make any further or her Answer thereunto, and humbly prays to hence dismissed with his Costs.

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le Defendant Demurs to the Complainant's Replication, because it departs from the Bill.

THESE Defendants fay they are advised that the faid Replication is infufficient to be soyned unto, for that the scope of the Bill is to relieved against these Desendants upon supold Articles of Agreement, alledged to have on made between the Complainants and these dendants, whereby it is alledged, That thefe tendants for son L ought to convey Lands and enements in the Bill mentioned, and all the ate therein to the Repliant, The Bill fuggeg that these Defendants were intituled in the of the Defendant E. as one of the Sifters Coheirs of L. K. her lare Brother deceased, ar.d

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and that the Plaintills were intituted by vince a Settlement!" And by the Replication the Ph tiff alledged, That folle other perions to the of thefe Defendants of the Plaintiff, or by the confere was or were in the pofferion of Premises, and took the Rents thereof for fbace of one whole Year next before the man of the faid Articles, which is another Title to the Complainant chargeth in his Bill fort Complainant doth not pretend any possession himself, or any under whom he Claims, nor thefe Defendants by the Jaid Bill. And the fore the faid Replication is a departure from Bill, and by confequence is infufficient to be joyned unto. And therefore thefe Defendant demur thereunto, and humbly demand me la ment of this Honourable Court thereupon a pray to be difmilled with their Cofts. tr Amwer thereunto, and humbly prays to

Demurrer for not setting forth a Will and make Oath of the loss of a Bond. Defined at Daniels to the Completed

hence dismissed with his Coffs.

HE Defendant by protestation not con fing, oc. for Demurrer faith, That the Co plainanc by her Bill (as this Defendant is add endeavours to entitle her felf to'a Sum of M due upon a Bond pretended to be entred into this Defendant to R. W. her late Husband Bond was burned in the late Fire in S. Ton this Defendant Demurs, and for cause of De rer faith, That the Complainant hath not her faid Bill intituled her felf to the Money upon the Bond, in case any fuch Bond was, w this Defendant doth in no fort admit, for the Complainant by her Bill doth not let ! the Probate of the Will, under the Seal of Spiri iritual Court, to intitle her felf to the Estate of it her late deceased Husband, and doth not ofer to produce the same under Seal to this min, nor refer her felf thereto. And for that Bill doth not contain any Equity for that the Complainant hathing made Outh, that the said adis burnt or lost, as by the Rules and constant fice of the Court she ought to have done, terefore and for divers other Errors and Impersions, in the said Bill appearing, this Defend doth Demur in Law thereto, and humbly mands the Judgment of this Honourable Court, bether he shall be compelled, &c.

Demurrer of C. W. Defendant to the special matter of the Replication of T. J. Complainant.

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"1415 Defendaire by Presentation, not only Of much of the faid Replication as is special, and fees forth. That this Defendant did as with the Repliant, that the Intestaces E t, oc. (pro Replicatio.) This Defendant doth mur, and for canse of Derougrer faith, That same is not only to departure from, but is: mary to the Repliants Bill, for that the Bill geth That the Repliant did refuse to execute Articles drawn in reference to his paying the thites Creditors in equal degece, in propore with his own Debts fin cafe he took the Adinflation.) And yet by the Replication he forth. That he did not release, wave, or difge the Articles, but leeks to be therein reliewhich he doth not do by his Bill. And had pretended Agreement, now fee forth by the ant, been charged by the Billinor any relief. he thereon, this Defendant might and would answered she fame upon his Oath, and ald have bad the benefit thereof, which he Ff4

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cannot now have by any Rejounder, not being upon Oath, or else he might thereto have please the Act for prevention of Frauds and Perjute wherefore, and for that no new matter ought be put in Issue or examined into upon any Replication, much less ought any Replication contain matter contrary to the Bill, nor cannot Honourable Gourt make or ground any Decrupon such special matter (as this Defendant is wised) he Demurs thereto, and prays to be here dismissed with his Costs.

The Demurrer of Dame T. J. alias B. Widow, Deformant to the Bill of Review of E. B. Gent. and B. Widow, Complainants.

we at the propertion of 1. J. Secreplain at HIS Defendant by Protestation, not confe fing, or andorh Demut thereunto, And cause of Demurrer faith, That there is not a Error or Matter in the Law appearing in t body of the faid Decree, or sufficiently hew or fuggefted by the faid Bill, upon or for whi the faid Decree, or any of the matters or this thereby ferled and decreed ought to be resent fet alide, impeached or altered, nor is there new matter fer forth fufficient for review or reverling the fame, nor doth it appear by Bill, that the Plaintiffs have obtained any on or leave of this Court for bringing a Bill of view upon new matter, as by the Rules of Court they ought to have had Therefore for that the faid Decree as appeareth by the f Bill hath not been, nor in truth is performed the now Complainants or either of them, w ought by the usual Course and Rules of this H nourable Court, as this Defendant is savile fully to have performed the fame, before they admitt dmitted to a Bill of Review, and for that the complainant hath not, for ought appears, given my Recognizance to pay Cofts, as by the Gourse of the Court he ought, and for divers other Remors and imperfections in the faid Bill contained his Defendant doth Demur in Law, and humbly hideth in the Judgment in this Honourable Court, whether he shall be compelled to make my further or other Answer to the fame.

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the Joint and several Demurrer of T. W. Esq. and J. H. Genr. two of the Defendants to part, and Answer to other part of the Bill of Complaint of E. T. Gent. Complainant

The Defendants Demur, for that the Bill contains foreral and distinct matters against several and distinct persons, and drawn to a great and unnecessary length, and they being but very listle concerned, must be at great liberges in taking out the Copy of the Bill and other Proceedings.

These Defendants by protestation not confessing or acknowledging all or any the maters of the said Complainant's Bill of Complaint abetrue in such manner and for tas the same largered and thereby set forth and declated say, that they are advised by their Council, that the complainant's said Bill is insufficient; and to thick by the Rules and Justice of this Honour-lie Court, they these Desendants or either of tem ought not to be compelled to make or give my Answer. And for cause of Demurrer thereast, these Desendants say, That the said Bill containeth in it self several and distinct charges, it several and distinct Matters, against several and distinct Desendants, which have not any

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relation or reference the one with the other whereby the faid Bill is drawn to a great and or necessary length of above One hundred and for Wheers of Paper And these Defendants, alth But very little concerned therein are there inforced to take out a Copy of the faid Bill an Hehefe Defendants shall be inforced to Anim effereunto they must dif the Caufe shall dife to Iffue be put to unnecessary charge and expe ces in taking out the Copies of the Pleadings an Proofs which shall happen in this Cause which concerns the other Defendants, and wherem these Desendants have not relation, nor are an way pretended or supposed by the Bill to be on cerned, which is against the constant practices Inflice of this Honourable Court, and (if admi red) would prove to these Defendants extend mary charge and vexation : Wherefore and divers other apparent Errors, Imperfeccion a Incertainties in the faid Bill of Complaint of tained, these Defendants do Demurandabide Law, and humbly domand the Judgment of the Honourable Court, whether they shall be con Hant's Bill any others or finther Answer that Hereafter they have answered. And for And only thefe Defendants donfererally and dively deny all and all manner of Combine whatdever, whereingthey or cither of them charged to the prejudice of the Complaints pray to be hence difinalled with their Colb, m whenot to be compelled to make or give Vanwer. And for cause of Demurrar there 10, thefe Defendants fay, That the faid Bill himen in it felf feveral and diffinet charges leveral and diffine Macrers, against fevera diffind Defendance, which have not any augus no

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M. Answer and Demurrer of A. B. Est; and G. W. Gent, two of the Defendants to the Bill of Complaint of E. T. A. F. and J. G. Complainants.

but neither of them do due form bow

Hefe Defendants by Protestation not acknowledging or confessing the matters and things the Complainant's faid Bill contained to be in fuch manner and fort as therein and there is expressed, say, They are advised by their ouncil, that the Complainants by their Bill do ek to have an Account of the personal Estate T. K. in the Bill named, who was one of the aughters of J. T. Esq; deceased in the Bill also med, and also to have fatisfaction of a Portion One thousand five hundred pounds, provided her the faid K. (as is pretended by the faid omplainants) by her faid Father, to be raifed n of certain Lands and Tenements, by virtue I Deed and Conveyance, pretended to be be by the faid J. T. near fixty Years fince, and twife to have an Account and fatisfaction of Rents and Profits of all the real Estate which whe faid 7. T's and whereunto the faid Cominants pretend the faid K. his Daughter da right and title for some Years before his ath by Survivorship, and claims an eighth part her and her Heirs as a Coheir, and yet the Complainants or any of them do not alledge petend themselves or any of them to be Exmiors or Administrators of the said K. nor Purder or Purchasers under her, but the faid Commant A. F. in the faid Bill alledgeth and preads that the faid K. T. was indebted to him the m of Three hundred pounds, and the faid Comamant J.G. in and by the faid Bill alleageth d pretends that she the faid K, was indebted

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to him the Sum of Three hundred and fifty pound but neither of them do fet forth how their fi Debts begame due unto them, nor when, whether upon any specialty or no, nor do the the faid Complainants F. and G. or either them fo much as pretend they have any Deed Conveyance or Statute, Judgment or Recognition zance, or any other Affurance or Security whi may be charged or chargable upon any the re Estate, whereunto the faid Complainants prette the faid K. to have any right or title. And the other Conveyance E. T. fets forth only a volu tary Conveyance to him made, by Dame T.P. the Bill named for another Defendant, befor her intermarriage with Sir J. P. of all the lan Tenements and Hereditaments which were R. T's who, as is alledged, had formerly of veyed the same to the said T. but the said T. de not fo much as alledge or pretend himfelf to be Purchaser of the said Lands and Premisses or part thereof, for any other valuable confide tion, nor to have any other claim thereunto only by the faid voluntary Conveyance. A yet the faid Bill being in length above nine theets of Paper, is exhibited by the faid Co plainants against these Desendants and above venty other Persons, many of them concern only as Tenants, some others as Purchasers to valuable confideration, divers others as Age Attornies and Solicitors, who have been imple ed in the defence of feveral Actions at Com Law, and Suits in this Honourable Court, have been commenced and profecuted here fore concerning the Manors, Lands and Ten ments now in question, which said Bill the Defendants are advised by their Council for t Caules and Bealons aforefaid is very infufficient and fuch as, to which by the Rules and Justice

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Honourable Court, they these Defendants ght not to make or give any Answer, other otherwise than as herein after they have anered, the rather for that the fame contains in feveral and diffinet Charges against the fever-Defendants, which have not relation or coheace the one with the other, by which means faid Bill is drawn to a great and unneceffary igth, as against these Defendants, who are arged only, with a Combination amongst the her persons named for Defendants, and yet ey must be forced to be put to unnecessary arge and vexation, if they should be compelto Answer this Bill, which is against and conry to the practice and justice of this Honoura-Court. And the principal Equity the Comsinant pretends is want of Writings, yet they we not made any Oath of the loss thereof as ey ought to do, nor have the Complainants de unto themselves any good Title, nor doth Bill contain any Equity whereupon the Court, der favour, can proceed to make or ground y Decree as against these Defendants. For all hich causes, and for divers other apparent Errors d Imperfections and Insufficiencies in the faid of Complaint appearing, these Defendants Demur in Law, and humbly demand the agment of this Honourable Court, whether ey shall be compelled to make any further or her Answer thereunto, than what they do cein afterwards make Answer unto. And esc Defendants for Answer to all the rest d refidue of the faid Bill of Complaint not rein before demurred unto, do say, and deny Combination and Confederacy whatfoever herewith they or either of them are charged and by the Complainant's faid Bill, and traerleth, Oc.

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The Demurrer of R. B. Efq; E. M. R. B. a. W. F. Defendants to the Bill of Complaint A. M. Complainant.

Hopograbite Court, they ende Defendant

The Defendants having entred into a Statute 1200 l. to pay the Complainant 600 l. with three Months after the death of his Father whom he was Heir, for 50 l. in Money and 100 in Goods, and having received 300 l. and Entring his Bill for relief against a Lease, present to be fraudulently obtained, and to have the all 300 l. The Defendants Demur, and for suff Demurrer show it was a corrupt Bargan, a contains in it not any manner of Equity,

THese Defendants do Demur to the said B and for cause of Demurrer say, Thatin pears of the Complainant's own shewing in by his faid Bill, that for fifty pounds in Mon and one hundred and fifty pounds in Goods was by Agreement to have of this Defendant hundred pounds, within three Months after death of his this Defendant's Father, which hundred pounds was fecured by a Statut twelve hundred pounds, and that the Comple nant hath received three hundred pounds of Defendant R. B. for the faid Debt, and relat the same, and yet feeks the aid and affishand this Honourable Court, for fetting afide the leafe, that he may be enabled to recover other Three hundred pounds and interest, my pretence that the faid Release was obtained fraud and circumvention; fo that it appears That the original Contract for lending a im Sum to an Heir in the life time of his fath and felling him an old parcel of branded Wa acHa

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valued at One hundred and fifty pounds which vere not worth fifty pounds) and for which the complainant was to have three for one, after the eath of this Defendant R. B's Father, was in it If a corrupt and fraudulent Bargain, and fuch this Honourable Court, is fo far from giving d and affiftance to, as that it always relieves gainft. And these Desendants are advised this onourable Court would have relieved the faid B. against the said Statute on payment of the ify pounds, and the value of the faid Goods. dalfo for that it appears of the Complainant's wn shewing, that he hath received Three huned pounds for the faid Debt, which was much ore than was honeftly and confcionably due to m, and therefore, and for that the Complaiant's Bill contains not any manner of Equity for is Court to ground any Decree, or give the omplainant any affistance, as these Defendants eadvised, they Demur thereto and humbly deand the Judgment of this Honourable Court, tether they shall be compelled to Answer the d Bill, and pray to be dismissed with their and shortey let forth faith, I say what the aid and feels to have Aid of his Honzadh

Court, for examinite in of We, in the Bill fer forth, prescribed to be the all and Tollament of the coordand fix hundred devery two, where we are Manors and Lands in the Bill menture are presented to better the percentage to better the control of the control of the control of the control of the factor of the control of the factor of the

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The Demurrer of M. A. Widow, one of Defendants to the Bill of Complaint of H. S. R. S. and M. S. Infants by their Guardian, Complainants.

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The Complainant by his Bill seeking Aid of the Gourt, for examination of Witnesses to prove Paper pretended to be a Lunatick's Will, before he Lunacy, and to have the direction of the Cura The Defendant Demurs, and for cause said that That the Lunatick may die, or have lucid into wals to revoke the said pretended Will, and so that it cannot be a Will during his Lift, as for that the Committee of the Lunatick is made a Defendant, nor will the Gourt make Endance where there is no Evidence at Law.

circle Delendants HIS Defendant by Protestation not confe fing or acknowledging all or any thems ters and things in the Bill mentioned to be true in such manner and form as the same are there and thereby fet forth, faith, That whereas t faid Bill feeks to have Aid of this Honourab Court, for examination of Witnesses to a Pape in the Bill set forth, pretended to be the last Wil and Testament of J. S. dated in Junt, On thousand fix hundred seventy five, whereby to veral Manors and Lands in the Bill mentione are pretended to be bequeathed to the Comple nant H. S. his half Brother in Tail, with a remain der over to the other Plaintiffs his half Siften and to have further relief in this Court, for the the faid J. S. fince the making of the faid Will become Lunatick, and was so found, and so con tinued, and that this Defendant was Heir at La of the said Estate, to the said 7. S. this Delet

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nt doth Demur thereto, and for cause of Deurrer faith, That it appears by the Bill that the 3. S. is fill living, and though he be Lunak, yet he may either recover from his Lunacy. at least have such lucid intervals as to revoke defiroy the faid pretended Writing, if fuch re be, and for that during life of the faid 7. S. pretended Paper cannot be his Will, and unit be a perfect Will there cannot nor ought to be any examination of Witnesses thereto. will this Honourable Court, as this Defenat is advised, extend any affistance in a case of nature, touching examination of Witnesses a supposed Will, in the life-time of the Devior any way affift the proof of a supposed Il of a Lunatick; and the rather, for that it ears by the Bill, that the faid pretended Deor place of abode, and the County where his ncipal Seat and Estate lies, is mistaken, so it may be prefumed, if any fuch Writing te be as is pretended, he was then under a urical Distemper, and for the Committee of Lunatick is not made a Defendant, nor any ces prayed against her as it ought to have n, and for that although this Defendant may ermed Heir presumprive to the Lunatick, yet may not be so at his death, if there should be examination of Witnesses to prove the same ended Paper to be declared by the faid Luna-, for or as his Will, the same cannot be used all this Desendant, if she survive the Lunaas she is advised, for that such Depositions taken in the life-time of the Devisor, beany Title accrewed to this Defendant, wherehe Complainants being apprized they have heir Bill prayed further relief of the Court, ing thereby, as this Defendant is advised, to some direction of this Court for the use of fuch Gg

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fuch Depositions; which ought not to be gram nor will this Court make Evidence which is Evidence at Law, (as this Defendant is advise Wherefore, and for that the Bill contains not a Equity, nor any ground for this Honourable Co to afford the Complainant any assistance for mination of Witnesses, nor for any relief, a for many Errors and Imperfections in the Bills pearing, and for that the same is of an extraor nary nature, as well as of dangerous consequent this Defendant doth Demur in Law to the Bill, and doth humbly demand the Judgment this Honourable Court whether she shall be of pelled to Answer the said Bill, and prayeth to hence dismissed with her Costs.

A Demutrer to a Bill, brought after the Aid of Honourable Court, and liberty granted to prum Law to recover the Penalty of a Judgment.

HE faid Defendant by protestation, note fessing or acknowledging all or any thes ters in the faid Complainant's Bill fer forth, fuch manner and form as the same are therein thereby let forth and alledged, for and by wa Demurrer thereunto faith, That it appears of Complainant's own shewing in and by their Bill of Complaint, That the Complainant h tofore in the Year One thousand six hundred venty eight, exhibited a former Bill into Court against this Defendant and others, to cover whether a Statute entred into by S.f. R.D. and other Securities and Incumbrancs satisfied, to the end the Complainant might let in to have satisfaction for a pretended ment (obtained by R. H. under whom the plainants claim) of Two thousand pounds

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fond for the payment of One thousand three hunfred pounds principal Money, entred into by S. and Sir A. T. his Father, and Twelve pounds of Costs; which faid Judgment was subsequent the faid Statute to D. Which Caufe was heard nd referred to Account, and the faid Statute enred to the faid D. and other precedent Incumrances found to be fatisfied with an Over-plus, nd the Statute was in the faid Suit fet afide, s to the Complainants, and the Complainants vere at liberty to proceed, and have finee proreded at Law upon the faid Judgment, and ere left at liberty to extend the Lands of the id S.T. thereon, and the precedent Incumbrans were not to be given in Evidence, whereby appears of the Complainants own shewing, that be Complainants have had relief, and the Euity of their Cause hath had all the favour od justice which could be expected from this burt, and have by the aid of this Court their hin and proper remedy at Law to recover on e faid Judgment, and ought not to have any ther aid or relief in this Court in a case of this ture. And for that the Complainants by their bw Bill feek to have the aid and affiftance of this ourt to recover and be paid Interest and Costs yond the penalty of the Judgment (which pe-try being 2000 l. and 12 l. Costs this Desendant adred at Common Law) which this Defendant advised is not consistent with, nor agreeable to Rules of this Court, to give Damages or Costs yond the penalty of the Security, and thereethis Defendant is advised that the Complaints ought not to have aid or relief of this Hourable Court therein. Wherefore, and for that sagainst the antient Rules and Practice of this art to extend of enlarge legal Securities bead the penalty of the same, or to give any further Gg 2

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further relief after a Decree formerly had touch hing the same matter, which may be occasion of lawless Suit and Vexation. For which cause an divers other Errors and Impersections in the said Bill appearing, this Defendant doth Demur in Law thereunto, and humbly demands the Judgment of this Honourable Court, whether he had be compelled to Answer the Complainant Bill and prays to be hence dismissed with his reasonable Costs and Charges in this behalf most wrongfull sustained.

The Demurrer of J. G. one of the Defendants the Bill of Complaint of T. C. Clerk, Complainant.

A Demurrer to a Bill against several Complainants distinct matters.

HE faid Defendant by Protestation not knowledging or confessing any the man or things in the faid Complainant's Bill of Co plaint contained to be true and just, in such m ner and form as therein is fer forth and deda for Demurrer thereunto faith. That it appe by the Complainant's own shewing in his Bill, that there are above fifty Defendants the by charged with feveral and diffinct Charges, any dependance one upon another, and all Tythes, pretended to be due severally to the plainant, as Rector or Vicar of the Parish Ch Oc. in the Bill named, for which the faid a plainant supposeth this Defendant and the of Defendants in the Bill named, have made an mife, That in confideration the faid Complain would forbear to profecute the Law against the for the faid Tythes, the Defendants would re ntst

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gively pay him the feveral Morties in the Bill menjoned, pretended to be due by them: And the Complainant pretendeth he hath no semedy at the Common Law to force and compel this Defendant ad the reft to keep and perform it, being made a private, and that he hath no Witnesses to prove t, and that he hath no remedy by the Ecclefiafti-Law, nor can prove the faid Composition at he Common Law, his Witnesses being dead, or iring in remote places, And for the avoiding multiplicity of Suits, he prayeth the relief of this court. Now for that if the Complainant hath ight to Tythes, Thirds, or to any Composition Tythes in the Bill mentioned, either he hath emedy at Law for them, and so needeth not the elief of this Court, or if he hath no remedy at law then there is no ground or confideration for he Promise or Composition in the Bill mentiond, and for that it is very improbable, that a proile fo lately made by fo many Parishioners of a his as are Defendants to the said Bill, should dead or gone away in fo fhort a time, and he faid Complainant by his own shewing hath broom Suits but from the day of, on on which be promise is supposed to be made, and thereby tappeareth, that the Complainant doth endeaour rather to make than avoid multiplicity of tits. Therefore, and for divers other apparent from and Imperfections in the faid Bill appearng, this Defendant doth Demur in Law to the aid Bill, and humbly prays the Judgment of this iononrable Court, and resteth therein, whether eshall be compelled to Answer thereunto, and unther prayeth to be hence dismissed with his tasonable Costs and Charges in this behalf most rongfully had and fustained.

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oth has a mails yet such as on Datastance Los The Plea and Demurrer of T. D. Kr. and Dane R. A. two of the Defendants to the Bill of Complaint of R. S. and A. his Wife, by T.S. his Pather and Guardian, Complainants

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The Bill being to recover a Marriage Portion, the Defendants plead the Plaintiff was never Men ried ablance places, And and an and Suits, he provided to help of this

THE faid Defendants by protestation not con I feffing all or any of the faid matters of the faid Complainant's Bill of Complaint to be true. in fuch manner and fort as the fame are there and thereby fet forth and declared, fay, The the Complainant by his faid Bill feeks to have to lief for a pretended Portion, in right of An the Bill named, whom he pretends by the Bill Complaint to be his lawful Wife, and in whole right the Complainant demanded the faid Ponion: For Plea thereunto they fay, That they are informed that the faid A, is Sole and unmarried and not Wife to the Complainant, as in his fair Bill of Complaint is pretended, and never wa coupled to him in lawful Marrimony. And the Defendants are the rather induced to believe fame, for that the faid .d. doth not live and co habit with the faid Complainant, and doth no acknowledge the faid pretended Marriage, but the from her by force, which she doth not remember and hopes they were not binding to her, then fore these Defendants humbly demand the Judg ment of this Honourable Court, whether the last Complainant shall be admitted to question the Defendants, for, touching or concerning the pretended Portion of the faid A. before he shall find

ove himself to be her lawful Husband; wheree and for divers other apparent Errors and perfections in the faid Complainant's Bill of implaint contained, these Defendants do Deor and abide in Law. And humbly demand the dement of this honourable Court, whether they be compelled to make and give any other or ther Answer to the faid Complainants infuffi-Bill of Complaint, and humbly pray to be nce dismissed with their reasonable Costs and larges in this behalf most wrongfully sustained.

10 win the faid Delondane Mich out an evalve and infall blency Aniwer, the eficing any particular Addount of cities

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oct the Effect of F. F. and R. F. H. Lafet, II Mind all a translations Jed ye Conjeper upon a presented 3 me to the laster by virtual a handulene will secondul to be made by a from the rabe we to and I would be end and in ready amiliam eider sitt inn torong bee nignism the ban, because where the said of the land of the land three of with an income a determe the County ment of the laid & T's Efface, for which him the Claimiff excepts againft see and Period M Author as intelligence in the first at point ill LOWER & STATE STATE OF STATE

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Exceptions to Answers.

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The Scope of the Bill is to fet afide a Fraudilen William put up by the faid P. H. the Defendan, all bare a purticular Actount of the Jeverul Blaus J. J. and R. J. deceafed the Complainant being tituled to the fame, as the nearest Relation of a whole Blood, and Heir at Law to the faid R. J.

O which the faid Defendant hath.put an evalive and infufficient Answer, a giving any particular Account of the of the Estates of J. J. and R. J. deceased, at required by the Complainant's Bill , but inf upon a pretended Title to the same, by virtue a fraudulent Will, pretended to be made by the faid R. 7. in her life-time, which Will, if m fuch there be, the Plaintiff avers, and is ready maintain and prove, that the same was surrepti tiously obtained, illegally executed, and unduly proved, with an intent to defraud the Compla nant of the faid R. J's Estate, for which real the Plaintiff excepts against the said Defendant Answer, as insufficient in the several points lowing, viz.

Exception the First.

The Plaintiff excepts against the Desendar Answer as insufficient, for that she the said be sendant by her Answer pretends her self to be Relation of the said R. J. her Mistress, but do not set forth her Pedigree, and make it out how near of Blood and Related she was to the said I. J. all which she ought to have done. Vide Respectively.

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Exception the Second

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with the rear values of the tente, and and The Plaintiff excepts against the faid Defennts Answer as insufficient, for that she the Dendant doth not fet forth, whether the faid R. 7. not make her last Will and Testament in riting, and the Plaintiff Executor thereof, and bether the did not at the same time, as a Token her kindness, give unto the Plaintiff her Husnds Watch: To which the Defendant makes no nswer, but believes the said R. J. might give Plaintiff an old Warch, worth about fifteen llings, but doth not fet forth upon what acunt the gave the Plaintiff the fame, nor wheer the Watch fo given the Plaintiff, was the atch of the Husband of the faid R. 7. all which ought to have done, it being required by the intiff's Bill. voovoccib a syarios si Tiel 3 H ter Bifate that Y S dam of E ignin Coll

de land for deceale deceale de la ponte de la la contra de la la contra de la contra del contra de la contra del la c

The Plaintiff excepts against the Defendant's offer as insufficient, for that the the said Dedant doth not set forth how she procured and mined her fraudulent Will to be executed by said R. J. and who were the advices therein. which she ought to have done, it being reject by the Plaintiff's Bill.

wherein the liand confided and this to compal

Said Com Exception ether Pearth and T dies

The Plaintiff excepts against the Desendant's swer as insufficient, for that the faid Desent that not set forth what Gold, Silver, Plate, Rings,

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Rings, Jewels, Bills, Bonds, Leafes, Morgages Judgments, Extents, Houshold-goods and Uten fils of Houshold-frust the faid R. J. died possession of, with the true values of the fame, and annex a Schedule to her Answer of the particulars there of. All which she ought to have done, it bing required by the Plaintiff's Bill, for which he fons the Plaintiff excepts against the said Dele dants Aswer as insufficients, as to the several point excepted unto, and prays that she may amends Answer as to the same.

Exceptions taken to the Answer of W. D. Defale to the Bill of Complaint of A. J. Widow, Caplainant.

Company of the Bill interest and of

HE Bill is to have a discovery of the who Estate that J. S. late of F. in the Coun of Middleses, Gent deceased, died possessed with the particulars and true values thereof, a wherein the same consisted, and also to compel Desendant to pay a Debt of twenty sive possend interest, due upon Bond to J. C. late of L. down, Baker, deceased to whom the Plaints Administratrix, and to Answer all and sign other the Premisses in the Complainant's sell Complaint charged, is the scope of the Bill, of

Respons.

Saith, That he believes it to be true, That Plaintiff is Administratrix to J. C. late of Last Baker, deceased, but knows not the same of own knowledge, neither doth he know that B. in the Bill named did make application to be

Rings

of J. C. the Sum of twenty five pounds, or there was any application made unto the said a by A. B. and J. S. in the Bill mentioned, the behalf of the said J. B. or that the said J. did about the time in the Bill mentioned, or my other time, send unto the said B. Bl and runto either of them the Sum of twenty five ands, or any other Sum, or that there was any dentred into by the said B. B. and S. or enof them unto the said G. in his life-time, of penalty and for the payment of twenty five ands as in the Bill mentioned, or any other whatsoever, f. 123 and 4.

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Lead te of that with. That he believes it to be true, that B. B. and rall dead, but whether B. and B. died Intellate ot the Defendant knows not; denies that he is er Executor or Administrator to the said B.and reither of them, or that either of their Estates to his Hands, but confesseth that in or about Month of August, One thousand fix hundred my five 7. S. made his last Will in Writing the Defendant Executor thereof, and foon died, which he proved de and by virtue to polletted himself of the whole perforal te of the faid J. S. which was not nor is not sufficient to pay and dicharge his Funeral ences, and Debrs upon Bonds and Judgment. fets forth a particular of S. his Effate in a dule annexed to his Answer, evalively, and out the values of certain Leafes for term of nice for which and leveral other Reasons Plaintiff Excepts against the Defendant's Anas insufficient, oc.

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DIN For that the Defendant in his Answer Al confesseth a Lease from Sir W. 7. to S. for one twenty years, at feventy two gounds per de and that there was ten years and a half to or at his death, but doth not fet forth where Estate so lies that was leased by the faid Sir 7. to the faid S. nor the rent referred no Tenant's names that have been in the poffer of the fame fince the death of the faid & all whi the Defendant ought to have done, so the Plaintiff might have inquired into the fame a the rent referved and value of the Premille.

Exception the Second.

the faid Pand

For that the Defendant in his Answer fall confesion that there came to his Hands al granted from one Mr. P. to the faid S. tow the Defendant is Executor, as aforefaid, but not let forth whether the same Leafe was Houles or Lands, nor where the fame lis, the Tenants Names that are or were in fion of the same at the time of the said & death, nor what term of years were then still to come in the faid Leafe, only fays the fame was at a rack Rent, which is altogthe five, infomuch that the Plaintiffs cannot by meansinguire into or find out the true w the same, orc.

but 15th to Exception the Third here.

selfeits Male of their Book For that the Defendanc in life Answer fol. to. it contestes that there came to his hands ale granted form Sir N. C. at a rack Rent, and the fame expired the Christmas after the faid his deather but doth not fet forth whether the ne Leafe were of Houses or Land, nor where same lies, northe Tenant or Tenant's Names were in possession at the time of the said S. death, non what Rent was then in arrear or ing by fuch Tenant or Tenants, de. All hich the Defendant ought to have done, fo it the Plaintiff might have inquired into the ne for which Reasons, &c. the Plaintiff exos against the Defendant's Answer as insuffici-, and prays that he may amend the same, &c.

uptions taken by the Complainants J. C. and T. D. to the Answer of E. T. one of the Defendants in the bill of Complaint of the said Complainants.

THE end of the Complainant's Bill is to be relieved against a pretended Settlement sich the Desendant set up against the Complains, who are Mortgages of the Desendants usband for Twelve hundred pounds principal oney, lent upon the Manor of H. and divers essuages, Lands and other things in H. in the of Ely and County of Cambridge. And the omplainants by their Bill, fol. 6. and 7 particuly charge, That the Desendant E. and T. her tended Daughter pretend and give out in eeches, That upon the Desendant's Marriage the said Manor, Lands and Premisses conveyed

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for the Complainants Security, are fetled m Trustees for the use of the Defendant, for h Toynture, and after the decease of her and Husband, to the Heirs Male of their Bodies, for want of such lifue to the use of their Ha Female, or otherwise for the raising of fere great and confiderable Sums of Money, for Portions and Maintainance of fuch Iffue Fem And the faid T. the Daughter of the Defends E. and precended Daughter of the Defendant Husband, who is endeavoured to be fer up for only Iffue Female, fuch Daughter after theder of the Defendant and her faid Husband will intitled to the whole Estate, or at least that T thousand or three thousand pounds or someon great Sum must be raised thereout by the Trust for the Portion and Maintainance of the pretended Daughter, beyond which the mon ged Estate will not be sufficient to secure Complainant's Monies, when in truth such s tlements and Incumbrances, if any, were roll tarily made and entred into, and fuch pretent Daughter fet up by the faid Defendant E. and on nived at by the other Defendant her Husta to defraud the Complainants of their faid Mon and therefore ought to be detected, and voluntary Settlements fer afide. And the C plainants being in nature of Purchasers, for a luable Consideration, ought in the first place receive their Monies lent with Interest. fol. 8. and 9. a discovery is prayed, whether faid Manor and Premisses or some part of and what in particular were not upon the Ma age of the Defendant setled and conveyed and upon fome perfons, and what perfons name in Trust for such and such like uses and poses, as before charged, and what in partion and may fet forth the dates and contents of i

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onveyances or Settlements, with the names of he Parties, and Witnesses thereunto, and at what me, and for what consideration the same were tade and executed, and whether the Defendants are any Issue Male or Female, and where such flue is.

Anfwer.

To which the Defendant by her Answer fol. 3. and 5. only saith, That before her Marriage ith the other Defendant her said Husband, all adsingular the Lands, Tenements and Herediments and Premisses, in the said Complainants id Bill of Complaint mentioned to be mortgaged the Complainant or a great part thereof, were in Consideration of a Marriage then to be had etween the said T.T. and the Defendant E. and which afterwards took effect) settled in Joynture on the Defendant for her Life, to take effect possession after the death of the said T.T. or the said Defendant, or some other provision thereby made for the Issue of that Marriage,

Exception.

Which is no sufficient Answer, for that the stendant doth not set forth the date of such arriage Settlement, the Witnesses names, nor econtents thereof, nor Parties thereunto, which she had pleaded, she must have done; nor doth a deny or set forth what portion or portions, or ther maintainance the Issue Female of the Marge ought to have, or will insist upon; or what mitations are made to Trustees in such pretended telement; nor the particular Lands setled in Joynture.

time to answere.

Toynture upon the faid Marriage. But the faid Answer is altogether evalive, the Complainant not intending to impeach, but discover the Defendant's Title and her Daughters Interest in the mortgaged Premises, that they may take what prudent care is possible for the bester security of the said Monies so really and bona fide lent. And therefore the Complainants do except to the faid Answen Andpray the effect of their Bill of Complaint may be an fwered as they may have the end of their Soit. and fuch relief therein as the nature of their Caufe will admit. TARREST OF THE CONTRACT OF THE STATE OF THE

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die Browner or union H ein he Replication of J. C. Gent. Complainant, to who Answer of C. I. Gent. Defendant to the faid Repliants Bill of Complaint. this Reposition

HE faid Repliant faving to himfelf all ad- A general vantages of Exception to the incertainties, Replicauntruths and infufficiences of the Defenants faid Answer, for Replication thereunto faith, That all and fingular the matters and things in he Repliants faid Bill contained are true, as the ame are therein alledged. And that the Anwer of the faid Defendant to the faid Bill is ery untrue, imperfect and infufficient to be rerove the same, as this honourable Court shall Award, and humbly prays as in his faid Bill he ath prayed.

le Replication of T. B. Administrator de bonis non to R. P. late of London C. deceased, to the Anfwer of E. H. Efg; Defendant.

THE faid Repliant faving and referving to Another himself now and at all times hereafter, all form of ad all manner of advantage of Exception to the Replicacertainties and infufficiencies of the faid De-tion. mdants Answer; for Replication faith in all and very the matters and things, as in and by his aid Bill of Complaint he hath already faid, and all aver, justifie, maintain and prove his said ill of Complaint, and all and every the matters ad things therein contained, to be true, certain fufficient, in fuch manner and form as the fame Hh

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fame are therein and thereby fet forth and declared; and that the Answer of the said Defendant is very untrue and infufficient in the Law, by this Repliant to be replied unto, for divers manifest imperfections and incertainties therein contained, the benefit and advantage of exception being now and at all times hereafter faved unto this Repliant. And this Repliant for further Re plication faith, That the matters contained in his faid Bill of Complaint are altogether relievable in this honourable Court, without that, The any other matter or thing in the faid Defendant Answer contained material or effectual in the Law to be replied unto, and herein, and hereb not well and fufficiently replied unto, confesse or avoided, traverfed or denied, is true Al which matters and things this Repliant is ready to aver, maintain and prove as this honourable Court shall award, and therefore prayeth as i and by his Bill he hath prayed.

The Replication of B. M. Clerk, to the several As Swers of Sir W. S. Baronet, and H. K. Gent. De fendants.

A Special ReplicaTHE said Repliant saving and reserving to himself all advantages of exceptions to dincertainties and insufficiencies of the said Deservery the matters and things as in and by his said and wery the matters and things as in and by his said and waver, justifie, maintain and prove the said Bill Complaint, and all and every the matters and things therein contained to be true, certain an sufficient, in such manner and form as the same are therein and thereby set forth and declared and that the Answers of the said Desendants as

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ery untrue and infufficient in the Law, by this Repliane to be replied unto, for divers manifest mperfections and incertainties therein contained. he benefit and advantage of Exceptions being ow and at all times hereafter faved unto this Reliant. And this Repliant for further Replication ith. That the matters contained in his faid Bill Complaint, are altogether relievable in this onourable Court, for that this Repliant knows or which of the Defendants are intituted to, or ight to pay the Tithes of the Premisses to this epliant, neither could this Defendant prove the remisses Tithable, without a Commission issuing th of this honourable Court, to examine the mient and infirm Parishioners of the said Parish here the Premisses lie, who are very unfit to travel prove the matters viva voce, at any Trial at the ommon Law, could this Repliant have any reedy there, as in and by the faid Defendant's ofwers feverally, are vainly fet forth. Without at, That any other matter or thing in the faid sendant's Answers contained, material or effeul in the Law to be replied unto, and herein well and fufficiently replied unto, confessed avoided, traverfed or denied, is true. All which. mers and things this Repliant is ready to aver, intain and prove as this Honourable Court award. And prays as in his faid Bill he hath mdy prayed.

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The Form of a Bill of Review.

Hill of Review for R.B. Efq; against A.B. m. J. C. Administrators, with the Will annual a S. B.

If the Decree made by the Lord Nont I figured and involled, get a Copy of the fair Decree.

This must be a Bill of Review to Reverse at former Decree, and therefore set forth.

That such a Term the Plaintiff Exhibited Bill, the substance whereof is in the Order, the Defendant Answered: Plaintiff Replied, Winesses were examined and published, the Can heard and decreed by the Lord Nottingham, theard and confirmed, put in the Orders, and out what was decreed.

Then the Petition for re-hearing to the Lo N. and the Decree made by him prout, which figned and inrolled, and thereupon the Plain was conftrained, to prevent proceedings on the faid Statute, to pay over and besides the faid Seven hundred and twenty pounds, the patended value of the Wines, and which was pongranting the Injunction as aforesaid, but the Statute not yet delivered up nor vacated.

Since then B. died, having made his last and no Executors, or if any, they renoun whereupon Letters of Administration can Temperate annexo are granted to the persons of and that the Administrators have possessed personal Estate being of great value.

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That the Plaintiff is aggrieved by the last Decree, which reverst the Lord Natingbam's Decree, and the same is erroneous and ought to be re-

viewed and reverfed.

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For, That it appears even by the faid Decree. that there was a very ill proceeding and contrivance in the then Defendant B. in obtaining the Statute of Two thousand eight hundred and eighty pounds from the Plaintiff, an Heir, in the Life-time of his Father; defeazanced for the payment of One thousand sour hundred and forty pounds, at the end of twenty days after the Father's death, and that for a parcel of Wines, valued in the bargain at Seven hundred and twenty pounds, so that as it appears by the Decee, supposing the Wines to be of the value of Seven hundred and twenty pounds (which the Plaintiff doth not admit) the Defendant B. was to have double the fame twenty days after the Father's death (whom he then told was confined to his Chamber by Sickness, and who died soon after) which Bargain and Contract appears in it felf, without any other Evidence to be fraudulent and corrupt, and against which this Court hath at all times granted relief, and discountenanced fuch Contracts. And the late Lord Keeper North himself soon after the making of this Decree, upon another re-hearing in the like case, between the Plaintiff and one T. for a parcel of confirmed the late Earl of Nottingham's Decree, which was to the same effect, with this Decree made by his Lordship in this Case. And the late Lord Keeper North did afterwards in other Cases make the like Decree for fetting aside fraudulent and unreasonable Bargains and Purchases; wherefore, and for that the Decite is apparently Erronious and unjust, and Hh 3

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Antient as Modern, the same ought to be reviewed and reversed, and the said first Decree made by the Lord Notting barn ought to stand and be confirmed, and your Orator ought to be repaid the same Sum with Interest, which he paid the said B. who lest Assets. To the end therefore that the said last Decree may be reviewed and reversed, and the said Money repaid with Damages, and to that end, that the said Administrators may either admit Assets or discover B's personal Estate, and the particulars and values thereof, and that your Orator may be relieved according to Justice.

Pray Process against the Administrators ad revidend. & ad respondend, the said new matters.

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and at all, times transed states, and different mand fuch Controlls. And the late Land of the late Land of the late Land between the Kleinist and of T. for the late Decree, which was to the late Earl of Land with this Decree made by his Lateland. And the late Lord Keeper North aid with his caller Cales make the late Ocean make the late Ocean Mark aid with the state Cales make the late Ocean Mark aid with the state of the late of the l

Interrogatories.

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NTERROGATORIES to be Adminifired/to R. C. Gentleman, upon a Contempt by
him committed at the Suit of P.W. Gentleman,
B.C. Widow, and M. C. Widow, Complainants.

Interrogatories to be Administred upon a Con-

Myrimis, Were you on or about the fourteenth day of May last, or at any other time, and when ferved with a Writ of Execution of a Decree made in this Caufe, under the Seal of his Honourable Court, in Yellow wax, and with Report made in this Cause by Sir William Lacon hilde, Knight, one of the Masters of this Court, earing date on or about the One and twentieth y of February, One thousand fix hundred seventy wo, by one of the Deputy Registers of this Court, by which Report the Master did certifie. that he had allowed a Conveyance to be fealed you, for the transferring of the Truft, or to ich of the like effect. Did the Parcy that fo gred you with the faid Writ of Execution and eport, shew unto you the said Writ of Execuon under Seal, as aforesaid, and the said Re-ort signed as aforesaid, and a Conveyance Deed figned by the Master in testimony of his lowance thereof, And did he give and deliver nto you, or leave with you, or in your presence, Copy of the faid Writ of Execution and of the id Report, or either and which of them, or . nder the faid Deed of Conveyance unto you, nd defire or demand of you to Sign, Seal and beliver the same, and in all other things to obey H h 4

and perform the faid Writ of Execution, or to any or fuch, or the like effect. And were you by the faid Decree to execute fuch Conveyance as should be allowed by the faid Master? Decrease.

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ther time, and when, feat and execute the faid Deed or Conveyance, and have you in all other things obeyed and performed the faid Writ of

Execution? Declare the truth herein.

2. Irem, Were you on or about the faid fourteenth day of May last, or at any other time, an when, ferved with a Writ of Execution, or other Writ under the Seal of this Honourable Count in Yellow wax, whereby you were enjoined or commanded immediately after the Receipt there to pay unto the Plaintiff B.G. or the bearer of the faid Writ, the Sum of 91, 9 s. 11 d. to the Plain tiff P. W. or the bearer thereof, the Sum of a Et s. 2 d. And to the Plaintiff M. C. or the beare thereof, the Sum of 1 L 11 s. 9 d. and what elle was the Contents of the faid Writ? And likewil were you on or about the faid fourteenth day o May last, or at any other time and when, serve with a Writ of Subpana for Cofts, under the & of this Honourable Court in Yellow wax, where by you were commanded to pay unto the faid? W. or the bearer of the faid Subpuna 42 1. Did th party that ferved you with the faid Writ of En cution and Subpana, shew the said Writ of En cution and Subpana to you under the Seal of the Honourable Court, as aforesaid, and deliver the same to you, or leave the same with you, or it your presence, and did he desire or demand of you to obey and perform the said several Write Execution and Subpana, before mentioned, an to pay the faid feveral and respective Sums of Mo ney before-mentioned, accordingly? Declare. 4 Item 01

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Item

4. Item. Did you in obedience to the feveral vrits of Execution and Subpens, then or at any me fince, and when, pay the faid feveral Sums f 9 l. 9 s. 11 d. 4 l. 15 s. 3 d. 1 l. 11 s. 9 d. and 42 l. or any, and which of them, to the pares that so served you with the said several Writs, the persons to whom the same were respectively payable? Declare the truth herein, with the saions of such your contempt in this behalf,

note examined on the part and behalf of J.C. Gentleman, Son of R.C. deceased, and Administrator with his Will annexed of his Goods and Chattels unadministred, by A.C. Widow, and T.J. his Enecators, deceased, Complainants, against C. Earl of M. Sir A.F. Knight, and T.J. his Trustee, Defenlants.

Myrimis do you know the Parties Complainants and Defendants, or which of them do you now? Did you know Sir E. F. late of G. in the ounty of C. Baronet, R. C. and A. his Wife, E. I. T. J. and M. K. of London, Widow, all now cealed, or any, and which of them did you ow, and how long is it fince the faid Sir E. F. I. and A. his Wife, E. M. T. J. and M. K. or yand which of them feverally died? Express time, and declare what you can say unto it interrogatory on your knowledge, or all you we credibly heard and believe.

a liem, Did you know the Messuage or Teneent and Lands in question in the Suit, called N. ing in S. in the County of C. in which formerthe said E. M. lived and held, and of what early value or reputed yearly value are the same, who hath held the same and received the

Rents

Rents, Issues and Profits thereof ever fince the death of the said E. M. which was in the said Year 1648. or for any and how many Years of the said time? Declare what you can say to this Interrogatory on your knowledge, or as you have credibly heard and believe, with the reason thereof.

2. Item, Were you present and a Witness when the faid Sir E.F. did feal and deliver as his As and Deed, the Indenture of Leafe and Deed Po now shewed unto you at the time of your era mination, and both of them bearing date the n day of June, in the 17th Year of the Reign of our late Sovereign Lord King Charles the I over England, &c. and is your Name indorfed on the back-fide of the faid Indenture or Deed Poll, a Witness thereunto, of your own proper Hand Writing; and are the Names T.P. M.S. of inderfed on the back-fide of the faid Indentute of Deed Poll, as Witnesses to the sealing and del very thereof, of their or either and which their own proper Hand-writing, and what an how much yearly Rent is referved upon the fai Indenture of Lease you are now questioned bout? Declare.

A. Item, Did you know T.P. R.W. &c. who Names are written and indorfed on the back-ho of the faid Indenture of Leafe and Deed Po now shewed unto you at the time of your examination, the said Indenture of Lease and Dee Poll bearing date the first of June, in the 17 Year of the Reign of our late Sovereign to King Charles I. over England, &c. as Witnesse the sealing and delivery thereof, or any an which of them did you know. Are all the Witnesses dead as you know, believe or have heard? Declare what you can say to this line rogatory on your knowledge or belief, with the reasons thereof.

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man the Vriti h the Character or Hand-writing of the said E. F. and is the Name E. F. subscribed or writas as a Party to the said Indenture of Lease, ed coll and Acquittance now shewed you, at time of your Examination of his the said E. own proper Hand-writing? Declare what can say to this Interrogatory on your knowns or belief, with the Reasons thereof.

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Item, Do you know of the payment of the n of Four hundred pounds in Money, being consideration Money or Fine expressed in the Indenture of Leafe in the last preceeding mogatory mentioned, or any or what part reof, or any other Sum of Money, and how ch, by the faid R. C. deceafed, to the faid Sir for to any to his use, and have you often rany time heard the faid Sir E. F. acknowe or fay that he had by himself or some other his use and by his appointment, received the Sum of Four hundred pounds from the laid aled RAC. in full fatisfaction for the Fine or ideration of the faid Leafe in the third Inogatory mentioned, and do you verily believe our conscience that the said R. C. did truly to or for the use of the said Sir E. F. the thid Sum of Four hundred pounds for the of the faid Leafe? Declare what you can to this Interrogatory upon your knowledge elef, with the reasons that induce you and e you so to believe.

liem. Do you know or have credibly heard clieve that the said Sir E. F. made any Settle-tand when, of his Manors, Lands and Tene-tin the County of C. upon W. F. Esq; his liman, Father of the now Defendant Sir A. F. the Heirs Males of his Body, or of any Will writing whereby the said Sir E. F. gave and

devised,

devised as is pretended, his Manors, Lands, I nements and Estate in the County of C. to the Desendant the Earl of M. and his Heira A whether was such Settlement or devise of his to said Sit. E. F's Estate made upon consideration of Money paid, or was the same voluntary without any consideration of Money paid on for good will and naturallove and assessment of Declare what you can say to this Interrogate either upon your knowledge or all you have dibly heard or believe, with the reasons of say

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8. Item. Do you know or have credibly he and believe that Sir E. F. mortgaged the Man of S. and B. and all the Lands and Tenent thereto belonging, to one Mrs. K. for fear the payment of Fifteen hundred pounds and Interest thereof, Have you seen the said Deed Mortgage made by the said Sir E. F. to the Mrs. K. or any Counterpart or Copy there what date beareth the said Deed of Morgand how and at what time, and was the said teen hundred pounds to be paid back for the demption of the said mortgaged Premisses, were the said mortgaged Premisses, were the said mortgaged Premisses redeemed the said Mrs. K. in her life-time, and when by whom, and what Monies were paid streedemption thereof, and by whom? Declare, 9. Item, When, or about what time and

g. Rem, When, or about what time and long after the death of the laid Sir B. E. de laid Mrs. K. or any on her behalf, and who upon the laid Manors of S. and B. and the and Tenements therein and thereto belong and of the Tenement and Lands called Nin ticular, and receive and take the Rent, and Profits thereof, and for how many Years the faid Mrs. K. and her Assigns, and who been in Possession of the said mortgaged Pre-

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s, and received the Rents, Issues and Profits ereof, and what and how much may the same mount unto, and whether is the same Farm cal-N. within the faid Manor of S. and what is eyearly value of the fame ? Declare, &c. 10. Item. Have you or some other Person or erfons, and who by name been imployed as siliff or Agent, and by whom for the collecting ad gathering of the Rents, Herriots and Profits f all the Messuages, Lands and Tenements whin the Manors of S. and B. which late were e Inheritance of the faid E. F. and to whom of for whose use and benefit have you paid or elivered the faid Rents, Herriots and Profits, did you know the faid Rents, Herriots and rofits to be paid or delivered from the death of e faid Sir E. F. or from the Year of our Lord. and for how long have or hath he or they ceived and had the fame, and how much do the Rents of the faid Manor of S. and B. amount nto yearly, and how many Years have you or y others, and who collected the fame fince the

II. Item, Do you know S. and the Demesne and thereunto belonging, and the Mill called Mill, being part of the said Premisses mortgate to the said Mrs. K. of what yearly value or puted yearly value are the same? Who hath held a possessed the same ever since the death of the id Sir E. F. and what is the same worth yearly, if what Rent do you know to have been paid the same by the Year, and to whom and for hose use and benefit hath the same been paid the the death of the said Sir E. F. Declare, or c.

ath of the faid Sir E. F. and to whom have you

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12. Item, What Tenements or Lands within the Manor of S. and B. which were the Inheri tance of the faid Sir E. F. do you, hold or ho long have you held the fame, Have you take any new Leafe of your faid Tenement or Lands fince the death of the faid Sir E.F. and from whom did you take the same, and what Person or Person fons did feal and execute to you your faid Leafe and what Fine paid you for the same, and to whom, what Rent have you paid yearly for your faid Lands and Tenement, and to whom and for whose use have you paid your said Rent since the death of the faid Sir E.F. what Term do you claim to have in the faid Tenement and Lands which you hold within the faid Manor. For how long time is it that you paid your Rent to W.F. Elo or to the now Defendant A. F. (now Sir A. F.) of to the Defendant C. Earl of M. or to or for them and either and which of them? Express the same particularly, and declare the truth according to your knowledge.

13. Item, What Tenants within the Manors of S. and B. have taken any Leases since the death of Sir E. F. of their Tenements which were the Inheritance of the said Sir E. F. From whom did they take the same, and what Fine or Fines did they pay, and to whom paid they their said Fines.

and to whose use ? Declare, oc.

heard or believe, or what can you fay to prove that R. H. E.P. A.L. and K. W. or any and which of them or any other did take any Lease or Lease of several Tenements and Lands within the said Manor of S. and B. or either of them, from whom did they or either of them take the said Lease of Leases, and what and how much Fine or Fines did he, she or they pay for the same, and to whom and for whose use was the same paid, and

that is the yearly Rent referved upon each of he faid Leafes, and to whom is the faid Rent now aid, and for how long hath it been so paid?

Declare, &c. 15. Item, Do you know what Sum of Money, ow much in the whole the old Rents referved on the several Leases of the Tenements within Manor of S. and B. do amount unto yearly, a what and how much are the now increased ents of the Common of B. how long hath part the faid Common been inclosed, and to whom we the same Rents been paid ever since the inofure; were all the faid new and old Rents idto W. F. Esq; whilst he lived, and to the said dendant A. F. and fince W. F. deceafed to the id Sir A. F. or to the Defendant the Earl of M. all or any and which of them, Express to hom in particular, and for how many Years ey or either, and which of them have received e said new and old Rents, and what is the tole Sum thereof? Declare what you can fay this Interrogatory, as you know, have heard do verily believe to be true.

and, That the said W. F. and the now Defennt Sir A. F. his Son or some other Person or flons on his or their behalf, and who by name redeem the said mortgaged Premisses from said Mrs. K. When were the same so redeemand who hath received the Rent of the Tents within the said Manor of S. and B. since said redemption? Declare what you can say this Interrogatory as you know, have heard believe, and what induceth you, and the cause

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17. Item, Do you know or believe that the anor of S. and B. and all the Lands and Tenents therein and thereunto belonging, with their

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their Appurtenances, which were the Inheritant of the faid Sir E. F. which were morgage to the faid Mrs. K. are worth Ten thoular pounds to be fold, or what other fum or vide do you verily believe they are worth to be fol and whether do you know or believe that I fame (excluding and leaving out the Fame led Northwood, leafed to the faid R. C.) are ful cient and much more than sufficient to fait the Money now justly due upon the faid Mrs. Mortgage, in case the same be not satisfied some short time? Declare the truth according

to your knowledge.

18. Item, Whether do you know of any me and endeavours used, and what, shortly and M's decease, by R. C. and after his decease his Executors, to have entred and have gorp fession of the Tenement and Lands called leafed to the faid R.C. by the faid Sir E.F. W ther do you know or have you credibly heard any Suit brought by the Executors of the faid C. in or about the Year of our Lord God, 16 in the Exchequer Court of the County Palatin Chefter, against Mrs. K. or any other, and for the recovery and obtaining the poffession the faid Tenement and Lands called North and what was the hindrance or impediment they obtained not the same, was it that Min had a prior Mortgage of the fame from the Sir E. F. or what was the impediment the Declare the truth according to the best of knowledge herein.

by T. J. the furviving Executor of R. L. in Court of Exchequer in the County Palains Chester in or about the Year, 1679. against R and A. F. Esquires, and J. W. for the recommendation of the Tenement and Lands called Northwood, and

4

ince the death of E. M. to that time, and wheter did the faid Gause proceed to a hearing and Decree, and what was the occasion of not personal known or have credibly heard for believed becare what you know and can say to this integratory.

le liem, Whether are the several paper Wrings now produced and shewed unto you at this is time of your examination, containing in unber 8. and every of them according to their geal denomination and import, true Copies of the Records of the Bill, Answers, Depositions, inders and Award therein severally contained, in a Cause heretofore depending between the said of Plaintiff, and the said W. Frand A. E. Esquir in the County Palatine of Cheffer, and whose in the County Palatine of Cheffer, and whose and in what, and how did you examine the same?

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the time of his decease, and whether were the time of his decease, and whether were then taken care of, provided for or disposed awere they Infants very young and undisposed. Whether did the said R.C. lay out the greatest to of his Estate for the purchasing of the said se of Northwood, of the said Sir E. F. or where were the Children of the said R. C. at his desert the said Lease of Northwood? Declare what the said Lease of Northwood? Declare what know, have heard and believe, with the sea and reasons of such your belief:

nd and believe when and in what Year the Defendant the Earl of M. first entired upo

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and commenced Suit for the recovery of the Eftato that was the faid Sir E. Fi and when d the recover the farbe, was it after the Subject faid T. Frim che Enchequer Court of Chefter amin the faid W. F. M. F. and others, for the prover of the faid Tenement and Lands, called New Wood leafed to the faidwie Cl and a Decree in in the faid Suit. Who was then in possession of faid Sir E. F. his Effates was the faid Earl of then in poffession thereof, or the faid Willia A Frameither and which of them when the faid Earl of Mandain Agents first bein receive the Rents, Affles and Profits of the fa Manor of S. and B. and the Lands and Tenemen therein and thereto belonging, mortgaged in faid Mrs. K by the faid Sir E. F. and howlor and to whattime hattithe faid Earl of Mand Agents continued to receive the Rents, I and Profits of the fame ? Declare what you o fay to this Interrogatory, according to the bell your knowledge and belief, with the reasons fuch your knowledge and belief.

22. Item, Do you know, have credibly he or believe of any Reference proposed by any either or which of the Defendants to the Co plainant to refer the matters in question in Suit to two indifferent persons to be chosen tween them as Arbitrators, when and where fuch proposal made, was it before or fince commencement of this Suit, was there any bitrators, and who named, and was you of the persons named to be an Arbitrator of Complainants fide, and who was the Amira on the Defendants lide, were there any Bond Arbitration drawn, and by whom entred in and of what Penalty, and what time was hi ted therein for the Arbitrators to make the Award, and did the faid Arbitrators make AW Interrogatories.

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Award or Determination or not, if not, what was the obstruction or impediment that hindred them from fo doing? Declare the fame fully and at e Frederic Court of Chefre grafe

24. Item, Do you know of any other matter or thing, or have heard or can fay any thing touching the matters in question, that may tend to the benefit and advantage of the Complainants in this Caufe, belides what you have been before Interrogated unto? Declare the fame fully and at large, sif they were here particularly repeated, and you were thereuncompactioularly disterrogavectbe-baban Line Plaintiff. and Profits of best

Manorel Stand Band of Lands and Penenge . We have the rest of the contract of the Committee WAL Miss ding the wood fire Might Compa Vid Vo with been by tro wand and been directed Court rate che Andreana, d'Icela car De abe cil cor Dale S. Ald and others, Livelendants to see Bill of Cor cition of the Brewegicand affordictions with A Commission of the contract of the president that we is re per to concritte whe detal Cionanica on the, of or eight low, the "good in the morning at the

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Notice of taking an Answer in the Country, by virtue of a Dedimus

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Hereas we have received a Committee issuing forth of the High Court of Chancery, to us and others directed, to take the Answers, Pleas or Demurrers of Dam E. M. and others, Defendants to the Bill of Com plaint of E. S. A. F. and J. G. Gent Com Potestatem. plainants. These are to give notice, that we in tend to execute the faid Commission on the o at eight of the Clock in the morning, at th House of, &c. At which time and place you with your Commissioners may be present if you pleas Given under our Hands the, &c.

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MARIWEE being good to Common Intent, the Plantiff must reply to ti bing ad or affa and att Andwer be certified Huncient upon Except hat Colls to be paid, if t excepted reported infufficient that Colls one Plaintiff thati pay, if the Antwer be reported Road -OX

The Plaintiff mer leve a Supposed for Coffs, and another for a better Answer upon any of their

cond insufficient Authorization fign. of the White Co Hareing Pennal Quelavith day of August Comming the waying Air com ing the Plans

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Where Answers may be by Commission of Course and where upon Affidavit Inswer by Dedimus may be without Councils Hand laswer when to be put in The Answer being good to Common Intent, the Plaintiff must reply to it.
What Costs to be paid, if an Answer be certified insufficient upon Exceptions What Costs to be paid, if the second Answer be reported insufficient What Cofe the Plaintiff shall pay, if the Answer be reported good Ii 2

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